



**REQUEST FOR PROPOSALS  
FOR  
MENTAL HEALTH SERVICES ACT**

**ONE-STOP TRANSITIONAL  
AGE YOUTH (TAY) CENTER  
HIGH DESERT AREA**

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268 West Hospitality Lane, Suite 400  
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**RFP – DBH 07-16**

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- A Business Associate Agreement
- B Alcohol and Drug Services – Grievance and Complaint Procedures
- C Mental Health Services – Complaint and Grievance Procedures
- D Partial List of Requirements of MHSA Data Elements – Client Episodes and Services
- E Partial List of Requirements of MHSA Data Elements – Key Event Tracking
- F DBH Contract Provider Medi-Cal Certification Process Overview
- G Counselor Certification, Regulations, and Organizations
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## **I. INTRODUCTION**

### **A. Purpose**

The Department of Behavioral Health (DBH), hereafter referred to as the “County”, is seeking proposals from interested and qualified organizations and agencies to provide a proposed plan to provide a One-Stop Transitional Age Youth (TAY) Center for the High Desert Region.

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV, Program Requirements. The Contract period will be period beginning on January 1, 2008 through June 30, 2010.

California voters approved Proposition 63 during the November 2004 General Election. Proposition 63, the Mental Health Services Act (hereinafter “MHSA”), became effective on January 1, 2005. Through imposition of a 1% tax on personal income and excess of \$1 million, the MHSA provides the opportunity for the State Department of Mental Health (hereinafter also “DMH” and “the Department”) to provide increased funding, personal and other resources to support county mental health programs and monitor progress toward statewide goals for children/youth, adults, older adults and families. Per California Code of Regulations (hereinafter “CCRT”), Title 9, Chapter 14, Section 3200.060, “county” means the County Mental Health Programs, two or more counties acting jointly, and/or city-operated programs receiving funds per Welfare and Institutions Code (hereinafter “W&I”) Section 5701.5. The MHSA addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology, and training elements that will effectively support the system. Components of the MHSA Integrated Three-Year Program and Expenditure Plan will include those elements required by W&I Code Section 5847 and related regulations including: Community Services and Supports (hereinafter “CSS”), Prevention and Early Intervention, Education and Training, Innovations, and capital Facilities and Technology.

CSS means mental health and related services provided through the service delivery system, also known as “Adult and Older Adult Systems of Care” and “Children’s System of Care”, found in W&I Code Sections 5800 and 5850, respectively, as well as services provided to transition-age youth, as specified in W&I Code Section 5847(c). The three types of service categories that may be funded under the MHSA CSS Component are: Full Service Partnerships, General System Development, and Outreach and Engagement, as described in CCR, Title 9, Chapter 14, Sections 3200.080, 3200.100, and 3200.130, respectively.

### **B. Minimum Proposer Requirements**

Proposers must:

1. Have a representative at the mandatory proposal conference as referenced in this RFP.
2. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
3. Have the ability to maintain adequate files and records and meet statistical reporting requirements.

4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Have a current Medi-Cal certification or have the ability to become Medi-Cal certified within three months of the contract award date.
6. Meet all presentation and participation requirements listed in this RFP.

C. Mandatory Proposal Conference

A mandatory proposal conference will be held at San Bernardino County Department of Behavioral Health, on: **September 4, 2007 at 9:00 a.m.:**

**ADDRESS:**

Department of Behavioral Health - Administration  
268 West Hospitality Lane, 4<sup>th</sup> Floor, Room 433  
San Bernardino, CA 92415-0026

**Attendance at the conference is mandatory. No proposal will be accepted from any Proposer who fails to attend the proposal conference.**

D. Correspondence

All correspondence, **including proposals and questions**, are to be submitted to:

County of San Bernardino  
Department of Behavioral Health  
ATTN: Contracts Administration  
RE: RFP-DBH 07-16  
268 West Hospitality Lane, Suite 400  
San Bernardino, CA 92415-0026

Contact person: Melissa Mitchell, Staff Analyst II  
Phone: (909) 382-3034  
Email: mmitchell@dbh.sbcounty.gov

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by the County's contact may other County Staff provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner.

E. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph D above **no later than 4:00 p.m., October 9, 2007**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

## II. PROCUREMENT TIMELINE

RFP Release Date	<b>August 20, 2007</b>
Proposal Conference	<b>September 4, 2007</b>
Deadline for submission of questions	<b>September 11, 2007</b> <b>**Questions may be submitted in writing prior to the Proposal Conference.</b>
Deadline for submission of proposals	<b>October 9, 2007</b>
Tentative date for mailing award/denial Letters	<b>November 13, 2007</b>
Tentative Deadline for protests	<b>November 26, 2007</b>
Tentative date for awarding of Contract(s)	<b>December 18, 2007</b>
Tentative Start Date for Contract(s)	<b>January 1, 2008</b>

The above dates are subject to change as deemed necessary by the County.

## III. PROPOSAL CONDITIONS

### A. Contingences

Funding for this program is contingent on State governmental regulations regarding Mental Health Services Act - Proposition 63 funding, as well as Medi-Cal and EPSDT. This RFP does not commit the County to award a Contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award a Contract based on the proposal that best meets the needs of the County.

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

### B. Modifications

The County has the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time.

### C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified deadline.** All proposals and materials submitted become the property of the County.

### D. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

F. Public Inspection

Proposals will be maintained as confidential until issuance of contracts to selected Proposer(s). At that time proposals submitted in response to this RFP become the property of the County of San Bernardino and are subject to the provisions of the California Public Records Act. This Act is designed to give reasonable public access to information in the possession of public agencies.

G. Negotiations

The County may require the potential Proposer(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.

H. Independent Proposer

Any Proposer that is awarded a Contract will be considered an independent vendor(s), wholly responsible for the manner in which it performs, and will assume exclusively the responsibility for the acts of its employees who will not be entitled to any rights and privileges of County employees nor be considered in any manner to be County employees.

I. Pre-Award On-Site Visits

Site visits may be conducted to verify information submitted in the RFP and to determine if the proposed facilities are appropriate for the proposed services to be provided.

J. Level of Service

For any Contract awarded as a result of the RFP, no minimum or maximum number of referrals or enrollments can be guaranteed by the County.

K. Termination of Awarded Contract

The Contract between the County and selected Proposer(s) will contain specific language which addresses the option of both the selected Proposer(s) or County to terminate the Contract without cause, termination for the convenience of the County, and termination for cause.

L. Priority Population

The One-Stop TAY Center will work with the population, ages 16-25. Specific plans should be provided by the Proposer to outreach to the targeted ethnic and racial groups of **Latino** and **African American** youth who are overrepresented in the justice system and out-of-home placements (Foster Care, group homes, and institutions) that do not have access to appropriate services, and are inappropriately served or underserved. Another target population is those with co-occurring disorders, emotional disturbances, unserved, uninsured, and homeless, or at risk of becoming

homeless caused by an existing out-of-home placement, high utilizers, and recidivists.

M. MHSA Data Collection/Reporting Requirements

The Mental Health Services Act has significant focus on accountability and outcomes. Timely reporting is essential for meeting those expectations.

Performance Requirements

1. The selected Proposer must collect, manage, maintain and update client, service, and episode data as required for local, state, and federal reporting.
2. As appropriate, Proposer shall provide information by entering data in:
  - SIMON - DBH's client information system (see Attachment D for a partial list of requirements of data elements)
  - KET- State Department of Mental Health (DMH) online database for Full Service Partnership (FSP) clients (see Attachment E for a partial list of requirements of data elements)
  - Paper or online forms:
    - Bi-Annual Client Perception Surveys (paper-based): Twice annually, during two-week survey periods designated by DMH, Proposer shall collect consumer perception data for clients served by the programs. The data to be collected includes, but is not limited to, the client's perceptions of the quality and results of services provided by the Proposer.
    - Client preferred language survey (paper-based)
    - Intermittent client services outcomes surveys
3. Data must be entered, submitted and/or updated in a timely manner for:
  - Non-FSP clients, this typically means that client, episode, and service-related data shall be entered within one business day into SIMON.
  - FSP clients, assessment data and key events shall be entered into the State DMH online system (KET).
4. Proposer will ensure that data elements are in required format, that data is correct upon data entry, and that databases are updated when information changes.
5. Data collection requirements may be modified or expanded according to State, Federal and local requirements. Trainings and assistance are provided by DBH's Application Support Group for both DBH and DMH data systems.

IV. PROGRAM REQUIREMENTS

A. Definitions

1. Activities of Daily Living (ADL) - ADLs are the different tasks of everyday life. They include self-care skills (dressing, eating, bathing, grooming), home-care skills (cooking, cleaning, bill paying), and work and leisure skills (using a phone, transportation, playing cards, etc.)



2. AOD - Alcohol-and-Other-Drug, typically as in AOD screening, referral and/or treatment.
3. Assembly Bill 34 (AB 34) – Legislation passed in 1999 that established a pilot program to provide comprehensive, wrap-around services to the homeless mentally ill. AB 34 requires outreach for early intervention; defines the training, consultation, and technical assistance required from the Department of Mental Health (DMH); and modifies reporting requirements.
4. Assembly Bill 3632/2726 (AB 3632/2726) – This bill establishes procedures for referral of pupils for assessment by the Department of Mental Health to determine if they have a mental disorder and if it is interfering in their ability to be educated. It defines the responsibilities of both the school districts and the Department of Mental Health. The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code.
5. Assessment (EPSDT Medi-Cal) – The clinical analysis of the history and current status of the individual's mental, emotional or behavioral disorder. Relevant cultural issues and history may be included where appropriate. Assessment may include diagnosis, mental health status, and the use of testing procedures.
6. Benchmark – A point of reference for a measurement.
7. Case Management – A collaborative process of assessment, planning, facilitation and advocacy for options and services to meet an individual's health needs through communication and available resources to promote quality cost-effective outcomes.
8. CBO – Community Based Organization.
9. Children's System of Care (CSOC) - An interagency system of care that refers to a network of community-based, comprehensive, coordinated service delivery for children and their families affected by serious emotional and behavioral disturbances.
10. Clean Zone – Phrase used to describe a consumers residence and the immediate area surrounding it that is free from alcohol, drugs, or other controlled and/or illegal substances.
11. Client Family Driven - Programs where the people who receive the services and their families make the decisions about the services, programs and policies that affect them.
12. Collateral (EPSDT Medi-Cal) – Contacts with one or more significant support persons in the life of the individual, which may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and involving them in service planning and implementation of service plan. Family counseling or therapy that is provided on behalf of the individual is considered collateral.
13. Community-Based – Children and families will receive formal and informal support services in the community where they live. This will enable them to

live, learn and grow safely, competently and productively in their families, neighborhoods and natural environment.

14. Community Collaboration - Working together with interested and involved agencies, groups, organizations and individuals in the community. These people are sometimes called "stakeholders."
15. Community Services and Supports Plan (CSSP) – Second phase of the Mental Health Services Act (MHSA). This plan is required to be submitted by all counties in California that must demonstrate:
  - Community collaboration.
  - Cultural competence.
  - Client/family driven mental health system for older adults, adults and transition age youth and family driven system of care for children and youth.
  - Wellness focus.
  - Integrated service experiences for clients and their families throughout their interactions with the mental health system.
16. Co-Occurring Disorder – Coexisting disorders that are interrelated and require simultaneous treatment. Chemical dependency and mental and personality disorders are independent and inter-related. Both disorders require concurrent treatment because they are free standing disorders. Treating one disorder will not cause spontaneous remission of the other disorder.
17. Crisis (EPSDT Medi-Cal) - An unplanned event that results in the individual's need for immediate service intervention.
18. Crisis Intervention (EPSDT Medi-Cal) - A quick emergency response service enabling the individual to cope with a crisis, while maintaining his/her status as a functioning community member. Crisis intervention is limited to stabilization of the presenting emergency.
19. Cultural Competence - A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family member providers, and professionals that enables that system, agency or those professionals, consumers, providers, and family member providers to work effectively in cross-cultural situations. (DMH Cultural Competence Plan Requirement adapted from Cross, Bazron, Dennis, and Issac. *Towards a Culturally Competent System of Care, Volume 1, 1998.*)
20. Cultural Relevance (Competency) - The acceptance and understanding of cultural mores and their possible influence on the client's issues and/or behavior. Using the understanding of the differences between the prevailing social culture and that of the client's family to aid in developing individualized supports and services.
21. Department of Behavioral Health (DBH) - DBH assists individuals utilizing a wellness, resiliency, Recovery/Discovery approach to helping the individual to live a healthy, satisfying and hopeful life despite limitation and/or continuing effects caused by his/her mental illness and/or substance abuse.

22. Department of Children's Services (DCS) - provides family-centered programs and services designed to ensure safe, permanent, nurturing families for San Bernardino County's children while strengthening and attempting to preserve the family unit. DCS assists in preventing further harm to and protecting children from intentional physical or mental injury, sexual abuse, exploitation, or neglect by a person responsible for a child's health or welfare. DCS provides support for families and strives towards goals of reducing risks to children, improving parenting skills, and strengthening social support networks for families.
23. Department of Mental Health (DMH) - Mental health agency for the State of California. Department's mission is to: "ensure through partnerships the availability and accessibility of effective, efficient, culturally competent services. This is accomplished by advocacy, education, innovation, outreach, understanding, oversight, monitoring, quality improvement, and the provision of direct services." ([www.dmh.ca.gov/About/mission.asp](http://www.dmh.ca.gov/About/mission.asp))
24. DSM-IV R - Diagnostic and Statistical Manual of Mental Disorders, 4th edition, revised. Manual of standard definitions of clinical diagnostic terms. Produced by the American Psychiatric Association.
25. Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) Medi-Cal - A federally mandated Medicaid option that requires states to provide screening, diagnostic and treatment services to persons under age 21 who have unrestricted Medi-Cal and also meet necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a healthcare-based provider. In addition, services are generally acceptable for the purpose of correcting or ameliorating the mental disorder. For the purposes of this proposal, EPSDT Medi-Cal Rehabilitative Mental Health Services activities may include: Assessment; Collateral; Crisis Intervention; Evaluation; Medication Support Services; Plan Development; Rehabilitation; and Therapy.
26. Emancipated Minor - Term used to describe a person under the age of 18 years if any of the following conditions is satisfied:
  - a. The person has entered into a valid marriage, whether or not the marriage has been dissolved.
  - b. The person is on active duty with the armed forces of the United States.
  - c. The person has received a declaration of emancipation pursuant to Section 7122 of the California Family Code. To receive this declaration under Section 7122, a minor must meet all the following conditions as outlined in Section 7120:
    - The minor is at least 14 years of age.
    - The minor willingly lives separate and apart from the minor's parents or guardian with the consent or acquiescence of the minor's parents or guardian.
    - The minor demonstrates to the Court that he/she is managing his or her own financial affairs.

- The source of the minor's income is not derived from any activity declared to be a crime by the laws of this state or the laws of the United States.
27. Evaluation (EPSDT Medi-Cal) - An appraisal of the individual's community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues are to be addressed where appropriate.
  28. Evidence-based Program - Phrase meaning a particular program or collection of practices has a record of success. That is, there is reliable, trustworthy and valid evidence to suggest that when the program is used with a particular group – Children/Youth, Transitional Age Youth, Adult and Older Adult, the program will advance the consumer in a positive manner towards recovery.
  29. Faith-based Organization - Charitable or social service organizations that, literally, are based in faith of a particular religion or denomination. However, the consumer of these services is not required to adhere or participate in religious activities of this type of organizations.
  30. Formal/Professional Resources, Services, Supports – Traditional social service options administered by professionals, e.g., counseling, psychological evaluations, parenting classes and anger management training.
  31. Foster Care – Foster care is a temporary placement, which assists children in preparing for return to their birth parents or for a more permanent placement such as adoption or guardianship. Social workers visit the home on a regular basis to provide services to support the children's needs. Foster parents receive ongoing financial and medical assistance.
  32. Full Service Partnership (FSP) – Full Service Partnerships (FSPs) are designed as a partnership between the County, the clients and the service provider. The FSP service delivery ethic is designed to incorporate recovery and cultural competence into the services and supports offered to clients. In this partnership, the service provider commits to do "whatever it takes" and to "meet the client where they are" in order to assist the client to achieve their personal recovery and wellness goals.
  33. Fully Served - Those individuals who are receiving mental health services and both the person and their service provider or coordinator agree that they are receiving the services they want and need in order to pursue their wellness/recovery goals.
  34. Gravely Disabled Minor – A minor who, as a result of a mental disorder, is unable to use the elements of life which are essential to health, safety, and development, including food, clothing, and shelter, even though provided to the minor by others.
  35. Group Home – Group homes are the most restrictive out-of-home placement option for children in foster care. These homes provide a placement option for children with significant emotional behavioral problems who require more restrictive environments. The licensed group home is defined as a facility of any capacity that provides 24-hour non-medical care and supervision to

children in a structured environment, with such services provided at least in part by staff employed by the licensee. Group homes run the gamut from large institutional type environments, which provide an intense therapeutic setting, often called “residential treatment centers,” to small home environments, which incorporate a “house parent” model. As a result, group home placements provide various levels of structure, supervision and services.

36. Individualized Service Plan - A flexible, creative approach of plan to care/treatment for clients based on assessment of needs, resources and family strengths with the ultimate goal of promoting the self-sufficiency of the family in dealing with their unique challenges. An Individualized Service Plan reflects the best possible fit with the culture, values and beliefs of the client and family/caregiver(s) and the referring agency’s safety concerns.
37. Integrated Service Experiences - Phrase meaning receiving varying services they need at the same time and these services are coordinated.
38. Juvenile Justice System - Phrase used to describe criminal justice system applicable to persons not old enough to be held responsible for criminal acts. Generally, the age for criminal culpability is 18. The goal of the juvenile justice system is rehabilitation. Juveniles can be transferred into adult court if juvenile court waives or relinquishes jurisdiction. The doctrine of parens patriae authorizes the state to legislate for the protection, care, custody, and maintenance of children within its jurisdiction.
39. LGBT – Lesbian, Gay, Bisexual, Transgender.
40. Medication Support Services (EPDST Medi-Cal) - Includes the prescribing, administering, dispensing and monitoring of psychiatric medications to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of his/her profession. This service includes the evaluation of the need for medication, clinical effectiveness and side effects of medication, obtaining informed consent or court order, medication education, and plan development related to the delivery of these services.
41. Mental Health Services Act (MHSA) - The passage of Proposition 63 (now known as the Mental Health Services Act or MHSA) in November 2004, provides the first opportunity in many years for the Department of Mental Health (DMH) to provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults and families. The Act addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology and training elements that will effectively support this system\*ADD: Mental Health Services Act.
42. Memorandum of Understanding (MOU) – An official statement setting out a mutual understanding as to the working relationships among two or more parties to the MOU.
43. One-Stop Transitional Age Youth (TAY) Center – The One-Stop Transitional Age Youth (TAY) Center will provide integrated services to the unserved, underserved, and inappropriately served TAY (16-25 years) who are emotionally disturbed, high users of acute facilities, homeless, have co-

occurring disorders, have a history of incarceration, institutionalization, and recidivists with significant functional impairment. An array of services will be available to assist TAY in reaching their goal of independence.

44. Out-of-home placement - Means the 24-hour substitute care for all children placed away from their parents or guardians for more than 24 hours and for whom the local social service agency has supervision and care responsibility.
45. Outreach and Engagement – Funding to reach out to people who may need services but are not receiving them.
46. Performance Measure - Performance measure is a qualitative or quantitative characterization of performance. Performance measures are important because they help to set goals and standards; detect and correct problems; manage, describe, and improve processes; and document accomplishments.
47. Plan Development (EPSDT Medi-Cal) - The development of treatment or service plans and the monitoring of the child's progress.
48. Probation (Juvenile) Department - The Department that is responsible for protecting the community through assessment, treatment and control of juvenile offenders (WIC 602) by providing a range of effective services.
49. Proposition 63 (Prop. 63) - See Mental Health Services Act (MHSA.)
50. Provider – Term generally referring to any government, non-government, nonprofit and/or community-based organization that provides mental health and/or substance abuse services to residents of the County of San Bernardino.
51. Recovery – Refers to the consumer regaining certain aspects of their lives and the ability to live a fulfilling and productive life despite a disability. Recovery implies the reduction or elimination of symptoms. (*California Family Partnership Association, March 2005.*)
52. Request for Information (RFI) – A request for very basic information about a firm's capabilities, intentions, and resources to compile an authorized supplier list.
53. Request for Proposals (RFP) – The document used to solicit solutions from potential Proposers to specific problems or needs.
54. Resiliency - Refers to the personal qualities of optimism and hope, and the personal traits of good problem solving skills that lead individuals to live, work and learn with a sense of mastery and competence. (*California Family Partnership Association, March 2005.*)
55. Satisfaction Survey - Survey designed to measure the child's, the family's, and/or the referring Department's overall satisfaction with the services provided. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.
56. Seamless Service Delivery - Method/strategy of delivery that enables the consumer to access varying services across different agencies and/or departments in a manner that is cost effective, timely and efficient.

57. Seriously Emotionally Disturbed (SED) – “Seriously emotionally disturbed children or adolescents” refers to minors under the age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria: (A) As a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either of the following occurs: (i) The child is at risk of removal from home or has already been removed from the home; or (ii) The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment. (B) The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder. (C) The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code (AB 3632/2726).\
58. Severe and Persistent Mental Illness (SMI) - Defined as a diagnosable mental, behavioral, or emotional disorder that meets criteria in the 4th edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) and that results in functional impairment that substantially interferes with or limits one or more major life activities.
59. Stigma - Term that is commonly defined as the use of stereotypes and labels when defining someone. The stigma associated with mental illness is manifested by bias, distrust, stereotyping, fear, embarrassment, anger, and avoidance.
60. Strength-based – The process of developing an Individualized Service Plan beginning with an assessment of the strengths of all the family members and other individuals involved with the family team. The Plan emphasizes the strengths of the family rather than their problems and deficits. It evaluates and utilizes family strengths in the individualized planning process. This is a departure from the professional-driven service delivery system, which traditionally focuses on family deficits and generally fails to identify strengths.
61. Substance Abuse - Refers to the overindulgence in and dependence on a stimulant, depressant, or other chemical substance, leading to effects that are detrimental to the individual's physical or mental health, or the welfare of others. Substance abuse is sometimes used as a synonym for drug abuse, drug addiction, and chemical dependency.
62. Systems Development Funds – Funding to improve mental health services and supports for people who receive mental health services.
63. System of Care – Phrase used to describe the interagency collaboration, shared responsibility and accountability for effective outcomes for children/youth and their families.
64. Target Population – The target population for these services is Youth and Young adults age 16-25 under 200% of the federal poverty level with

emotional and/or behavioral disturbances. This is a new program which will be included in the children, youth and family systems of care.

65. Therapy (EPSDT Medi-Cal) - A service activity that may be delivered to an individual or group of individuals and may include family therapy (when the individual is present). Therapeutic interventions are consistent with the individual's goals, desired results, and personal milestones and focus primarily on symptom reduction as the means to improve functional impairments.
66. Transitional Age Youth (TAY) – Used to describe consumers who are 16-25 years old.
67. Underserved or inappropriately served - Those individuals who may be receiving some services but whose services do not provide the necessary opportunities to participate and move forward and pursue their wellness/recovery goals.
68. Unserved - Those individuals who are not receiving mental health services, particularly those who are a part of racial ethnic populations that have not had access to mental health services.
69. Wellness Focus – The process in which people are diagnosed with a mental illness are able to live, work, learn and participate fully in their communities. (*California Family Partnership Association, March 2005.*)
70. W&I (Welfare and Institutions Code) – A compilation of the legal codes in California that establish programs and services designed to provide protection, support or care of children. The purpose of these codes is to provide protective services to the fullest extent deemed necessary by the juvenile court, Probation Department or other public agencies designated by the Board of Supervisors to perform the duties prescribed
71. Wrap-Around Services - Includes services and supports which:
  - Provide strength-based, family-driven services to children/youth and their families with multiple, complex mental health and behavioral needs
  - Are based on a single individualized services and supports plan across systems
  - Allows for organization, implementation and oversight of an interagency plan as well as taking on the critical tasks needed to support and serve the child/youth and family.

B. Background

On November 2, 2004, voters passed Proposition 63, which established a state personal income tax surcharge of one (1) percent on the portion of taxpayers' annual taxable income in excess of \$1 million. The proposition was enacted into law as the Mental Health Services Act (MHSA), effective January 1, 2005. According to the language in the MHSA, the overall purpose and intent is "to reduce the long-term adverse impact on individuals, families, and state and local budgets resulting from untreated serious mental illness...to insure that all funds are expended in the most cost effective manner...and to ensure accountability to



taxpayers and to the public". The proposed Community Services and Supports plan outlines the county's plan to accomplish the intent of the MHSA. One program in that plan is the One-Stop Transitional Age Youth (TAY) Center.

The purpose of TAY is to provide integrated services to the unserved, underserved, and inappropriately served Transitional Age Youth (hereinafter "TAY" for Transitional Age Youth" ages 16-25) residents of the County of San Bernardino. These youth may be emotionally disturbed, high users of acute facilities, homeless, have co-occurring disorders, with a history of incarceration, institutionalization, and recidivists with significant functional impairment. Specifically, you are invited to submit a proposal to serve the High Desert region listed on page 20 of the RFP for the County of San Bernardino. The target population of TAY is ages 16 to 25 years. Specific services to be provided under this RFP are outlined under Section IV, Program Description.

C. Program Description

The Department of Behavioral Health, through the Mental Health Services Act, in partnership with the Departments of Probation, Public Health (DPH), Children's Services (DCS), Jobs & Employment, Inland Regional Center (IRC) and the San Bernardino County Superintendent of Schools (SBCSS), wish to address the needs of TAY for ages 16-25 with mental and behavioral disabilities by providing coordinated and comprehensive support and direct services at One-Stop TAY Centers.

1. Program Objective

The Department of Behavioral Health and other County departments, in Full Partnership with one another and with Community-Based Organizations (CBOs), propose the establishment of One-Stop TAY Centers to provide services for this unserved, underserved and inappropriately served population. The One-Stop TAY Center(s) are envisioned as bifurcated programs, allowing TAY clients to (1) selectively utilize those services needed to maximize their individual potentials (Resiliency/Recovery Model) while already in the community; and (2) to prepare them for entry into the community.

The One-Stop TAY Center will provide integrated services to the unserved, underserved, and inappropriately served TAY (16-25 years) who are emotionally disturbed, high users of acute facilities, homeless, have co-occurring disorders, with a history of incarceration, institutionalization, and recidivists with significant functional impairment.

An array of services will be available to assist TAY in reaching their goal of independence. There will be a menu of available resiliency/recovery services at the centers, including, but not limited to: 24/7 access to behavioral health/peer advocate, easy access to all needed services from community partner agencies, housing support, educational/vocational training, job search and coaching, skill building necessary for community life, recovery and co-occurring specialized programs, recreation activities, access to showers and laundry facilities, e-mail/internet access, childcare for TAY with infants and toddlers, and other necessary referrals for community integration. Services provided will address the transitional domains of

employment, educational opportunities, housing, and community life necessary for wellness and recovery of emotionally disturbed TAY.

The One-Stop TAY Center will include peer advocacy and mentoring support services. Agreements will be developed between DBH and county agencies, faith-based organizations, vocational training, facilities, educational systems, and other community based organizations in order to coordinate effective services for TAY. County agencies and community partners will be co-located to provide comprehensive services for TAY in order to reduce out-of-home and high levels of placement, incarceration, and institutionalization. All services will be provided in a culturally competent manner that is age and developmentally appropriated.

The One-Stop TAY Centers will assist TAY to become independent, stay out of the hospital or higher levels of care, reduce involvement in the criminal justice system, and reduce homelessness. TAY will attend regular update meetings to measure progress toward their goals in an effort to move them from Full Service Partnership services. Consumers, youth, and their families will be an integral part in the development of age appropriate services that reflect the developmental and special needs of TAY. TAY will be hired to provide services as peer advocates, TAY mentors, and parent partners. The center will be modeled as a drop-in center, not as a mental health clinic, in order to improve TAY participation.

The One-Stop TAY Centers will be located in the High Desert Region.

Services will be gender specific, and culturally and linguistically appropriate. DBH staff, family and peer advocates, parent partners, community agency staff, and peer volunteers will receive ongoing cultural competency training to learn skills that will enable them to provide treatment that meets the sexual orientation, gender specific, linguistic and cultural needs of the population. DBH's Cultural Competency plan reflects the commitment to ongoing staff training, recruitment and retention.

a. Priority Population

TAY population (16-25 years) under 200% of the federal poverty level with emotional and/or behavioral disturbances will be served at the One-Stop TAY Centers. This is a new program, which will be included in the children, youth and family systems of care.

San Bernardino County will address the situational characteristics and developmental needs of this specialized population. These needs include treatment for past trauma, homelessness, domestic violence, school issues that lead to dropping out, disconnected families, hopelessness, fear, safety issues, co-occurring disorders, and significant mental health concerns.

Two of the targeted populations are Latino and African-American youth who are disproportionately over-represented in the Justice System and out-of-home placements (Foster Care, group homes, and institutions). Another target population is those TAY with co-occurring disorders, emotional disturbances, unserved, uninsured, and homeless, or at risk of becoming homeless caused by an

existing out-of-home placement, high users of acute facilities, and recidivists.

b. Community Drop-in Model

The One-Stop TAY Center will allow TAY youth to have a safe and non-threatening environment in which they can socialize with other youth in transition; seek counseling via specialty mental health services (individual, crisis, assessment, case management, group, family, medication support, rehab ADL, etc.); have access to basic amenities; maintain/improve interpersonal skills; seek and secure interim medical attention and medication support; and focus on the four transition domains: employment and career, community life functioning, educational opportunities, and living situation.

The Community Drop-In Model will include a community outreach program to those included communities within the TAY population that are commonly overlooked (e.g., ethnic groupings, LGBT, etc.). The community outreach program will include media, networking with direct-service CBOs, group homes, Foster Family Agencies, hospitals, detention facilities, schools, and other organizations involved in the life of TAY.

2. Program Requirements

a. Support Services

The Department of Behavioral Health, through the Mental Health Services Act, in partnership with the Departments of Probation, Public Health (DPH), Children's Services (DCS), Jobs & Employment, Inland Regional Center (IRC) and the San Bernardino County Superintendent of Schools (SBCSS), wish to address the needs of Transitional Age Youth (hereinafter "TAY" for Transitional Age Youth" ages 16-25) with mental and behavioral disabilities by providing coordinated and comprehensive support and direct services at One-Stop TAY Centers.

Services for TAY transitioning out of the children's services will address their transition domains of employment, educational opportunities, living situations, community life, medication, mental health, physical well being, drug and alcohol use, trauma, domestic violence and physical, emotional and sexual abuse, with the goal towards independence. Services will be gender specific, and culturally and linguistically appropriate.

Full-Service Partnerships with other San Bernardino County departments, the clients and the service provider will provide support services and community linkages. The goal here is one of an interwoven safety net of vital and emergent services.

b. Intake Services

- i. Comprehensive, bio-social-medical-psychological assessment, with GAF scores, and needs assessment

- ii. Individualized, culturally sensitive treatment planning, including individual, group, and family-focused therapies (as needed), AOD education and treatment, on-site Self-Help groups, learning and vocational guidance, parenting skills, Special Education referral and treatment according to state and federal guidelines, independent living skills, and such other individual treatment and case management planning as may facilitate independence and/or family reunification and community mainstreaming.
  - iii. Medication support, medical screening and referral
  - iv. Transportation
  - v. Multi-Cultural/Multi-disciplinary Treatment Teams
  - vi. Parent-Partner Liaisons
  - vii. TAY Advocacy- Resource and Self-Advocacy
- c. Specialty Services

Specialty services are by their very nature funding-stream dependent; the involved parties and Departments accordingly agree that a concerted effort will be made to assist the TAY population in accessing services and entitlements in such a fashion as to promote wellness, self-actualization and independence. In either event, a TAY client will not be denied service because of the absence of a matching funding-stream. These services, with their unique qualifiers, will include:

i. AB 3632/2726 Services

Outpatient & Placement legally-mandated services to children/students with disabilities

Affects all students with disabilities who (1) may be referred to state and local public agencies for their education; and (2) may need related services (mental health counseling and/or residential placement)

Primary responsibility delegated to Local Education Agency (LEA: local school district) as Special Education

- Federal law (Individuals with Disabilities in Education Act) requires LEA to insure services from Departments of Children's Services and Mental Health--- a "single line of authority"

\*Mental Health requires that mental health services are "necessary to benefit from Special Education"

- In the absence of "medical necessity/necessary to benefit" requirements, LEA remains responsible to insure a free and appropriate public education.

Services include individual or group psychotherapy, collateral services, medication monitoring, intensive day treatment, day rehabilitation and case management.

**Residential services** possible if student is "Seriously Emotionally Disturbed (SED)/Emotionally Disturbed(ED)"

**Outpatient School services** may include a school behavioral specialist and full-time behavioral aide in classroom; home and other community settings; and/or parent training in the home/community

Outpatient services do not require "SED/ED" diagnosis

Unlike residential placements of the student with disabilities by the Court as a ward/dependent, with cost reimbursement, residential services for educational purposes under AB 3632/AB2726 are at "no cost" to the student's parents

#### **Administration/Criteria**

Mental Health guidelines for services:

- Student assessed by LEA. Determined to be eligible for Special Education
- Must be suspected of needing mental health services in school setting
- Student must have emotional or behavioral characteristics:
  - That are observed by qualified educational staff
  - Impede the student from benefiting from educational services
  - Are significant as indicated by occurrence and intensity
  - Are associated with a condition that cannot be attributed to temporary adjustment or social maladjustment (deliberate noncompliance, inability to control unacceptable behavior, and the absence of a treatable mental disorder)
- Student's cognitive functioning is sufficient to benefit from mental health services
- LEA has provided counseling, psychological and guidance services and are insufficient to meet the student's needs

#### **ii. Intensive In-Home Services**

Non-Placement/Out Patient Medi-Cal Services

Medi-Cal Standards for Justification of Service

DBH guidelines for service authorizations

Services: 4-6 months average

Intensive In-Home Services by agency

Shared characteristics (except as noted above)

Medi-Cal required for services

Must be living in a supportive environment. This could include living with a parent, family member, or caregiver.

Must also have been recently hospitalized/diverted for mental illness

Services: 4-6 months average

Family Therapy

Case Management

Rehab/ADLs (Activities of Daily Living skills: i.e., grooming, hygiene, etc.)

Collateral support

iii. Graduated Reintegration at Individual Pace

Stage 1: Assessment and Individualized Treatment Plan Process

- “Needs/Resources” Assessment
- Individualized Treatment Plan goal development with TAY client
  - ADLs
  - Independent Living Skills
  - Education/Employment
  - Housing
  - Behavioral health counseling and follow-up
- Regimented, graduated and daily activities (in-house) toward Individualized Treatment Plan goals
- Referrals to CBOs re: selective Individualized Treatment Plan goals
- Daily resources provided for interim steps to goals

Stage 2: Training and Reinforcement

- Active monitoring of interim goals and their progress
- Revisions (reality-based) to Individualized Treatment Plan goals
- Documentation of progress for individual assessment
- Graduated linkages to step-up community resources

Stage 3: Maintenance and Follow-up

- Continued maintenance through personal monitoring and documentation
- Reassessment with Staff , TAY and other team members via MDT's
- Renewed second assessment (What's changed?)

- Motivational enhancements (recognition, stepped-up services, etc.)

Stage 4: Housing Plan, Family/Social Support Reunification, Employment/Education

- Transition plan into community
- Long-term goals established
- Strengths/challenges inventory and strategies to compensate
- State and federal subsidies identified and accessed
- Community follow-up with additional resources as needed
- Accessibility encouraged via community drop-in center

iv. Therapeutic Behavioral Services (TBS) and Wraparound Services

These services will be provided by designated service providers.

3. Program Consideration

Organizations responding to this RFP must be able to present and describe their ability to provide evidence-based services for TAY. It is to the Proposer's advantage to document all statements concerning experience, knowledge, training, and capabilities to the maximum extent possible: Eligible Proposers should describe their approach to the services listed below:

a. Region to be served:

High Desert Region

The High Desert Region includes Barstow and the Victor Valley (the communities of Victorville, Hesperia, Apple Valley, Phelan, and Adelanto), Trona, Big Bear, and surrounding communities.

b. Staffing levels and qualifications appropriate to meet the needs of the clients, including:

- Proposers offering AOD services must submit a staffing pattern, including number, type, and qualifications of staff. Staffing must be sufficient to provide the requested services, and include professional and paraprofessional staff. It is expected that all staff conducting individual, group, and educational sessions will have a minimum two (2) years experience in the substance abuse field and be registered or be certified in substance abuse counseling, as well as specific training and/or expertise in crisis intervention, psychosocial assessment, and treatment planning.
- Program staffing levels must meet the current requirements of the State of California, Department of Alcohol and Drug Programs, Community Care Licensing Division. Program staff must meet the current State of California, Department of Alcohol and Drug Programs, certification requirement (See Attachment F).
- All staff providing treatment services will be regular, paid employees, interns, or volunteers. Interns and volunteers must be supervised by

- regular staff. Clients of the program may not substitute for regular staff, interns, or volunteers.
- iv. Proposer will determine that staff of every category is personally and professionally qualified.
  - v. A sufficient number of staff members will be certified in cardiopulmonary resuscitation (CPR) and Basic First Aid to provide coverage at all times that clinics are open for services.
  - vi. Staff shall have specific training and/or expertise in AOD treatment per State requirement, as referenced in Attachment G. Primary service delivery staff must be registered/certified by a State ADP approved organization.
  - vii. A written Code of Conduct must be established for all employees, volunteers, interns and the Board of Directors which shall include, but not be limited to, an oath of confidentiality; standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual conduct with clients; and conflict of interest. A copy of the Code of Conduct will be provided to each client upon admission to outpatient treatment and to each employee, and will be posted in the facility.
  - viii. In order to effectively serve the residents of the County of San Bernardino, the Proposer's staffing must include bilingual (Spanish) capability in accordance with and the State Department of Mental Health and the State Department of Alcohol and Drug Services mandates, as well as accommodation for all persons with disabilities in accordance with ADA requirements.
  - ix. Staff should be selected by an interview panel to include TAY. TAY will be included throughout the decision-making process on staff selection and the design of the One-Stop TAY Center.
- c. Alcohol and Drug Treatment/Recovery Methodology
- i. The treatment/recovery methodology employed by the program must be evidence-based and approved by the DBH Deputy Director (or designee). Any deviations from these service provisions require the prior approval of the Deputy Director (or his/her designee).
  - ii. The Proposer will develop an individualized, culturally appropriate treatment plan (ITP) for each client designed to help that client address problem areas associated with alcohol and/or other drug use, which shall be reviewed, at a minimum, every thirty (30) days.
  - iii. The Proposer will insure that clients are encouraged and afforded every opportunity to participate in self-help recovery groups such as Narcotics Anonymous, Alcoholics Anonymous, or other groups of their choice.
  - iv. A health questionnaire shall be completed for each participant at time of admission. The screening procedures shall contain questions regarding use of alcohol and other drugs; medical conditions and complications, and history of DT's, alcoholic seizures, and convulsions.
  - v. Participants shall be referred promptly for medical or psychiatric evaluation when deemed appropriate by staff.



d. Co-occurring Substance Abuse and Mental Health Disorders Modality

These services shall include treatment programs that have the capacity to treat both the alcohol and drug and mental health conditions in an integrated fashion and staff trained in the treatment of co-occurring disorders.

Any proposal to provide services for persons with co-occurring disorders must demonstrate:

- i. Access to comprehensive integrated treatment (psychological/alcohol and drugs) at the provider and community level.
- ii. Treatment services that promote the integration of mental health and substance abuse services that are specifically responsive to the needs of persons with co-occurring disorders.
- iii. A longitudinal perspective that recognizes and works with clients across stages of treatment, relapse, and recovery. This must include recognition that treatment and recovery are not linear, that relapse is an inherent characteristic of chronic, episodic disorders, and is an expected feature in recovery from serious mental illnesses and substance use disorders. This service must also include individual and group counseling, case management, treatment planning, crisis intervention, discharge planning, collateral and related services as required by State and County standards.
- iv. Treatment services that are relevant and sensitive across culture, ethnicity, and gender.
- v. The development and use of the therapeutic alliance to foster client engagement in the treatment process, client consistency in treatment, and positive outcomes.

e. Strategies:

- Youth and Young adults (16-25) hired and involved as consultants to develop and design the Centers.
- Youth and Young adults (16-25) hired and involved in the hiring process of clinical and administrative staff.
- Youth and Young adults (16-25) representing the center at DBH Youth Councils.
- Focus groups conducted at group home and residential facilities to assist in developing strategies for the early identification and assessment of underserved TAY populations and their families.
- 24/7 access to supportive services.
- Individual integrated consumer driven service plans developed for each TAY as soon as possible per DBH protocol.
- Relationships with a variety of community agencies developed to help meet the needs of the TAY populations. This would include public health and other public service departments.
- Collaboration with Department of Behavioral Health, Department of Children's Services, Probation Department, and other adjunct agencies

to work with youth and their families to meet the needs of TAY who are placed out-of-home (Foster Care, group homes, institutions).

- Care Coordination, skill development, supportive housing, and supported education and employment available in the community, at home or at the One-Stop TAY Centers.
- Referral services, childcare, transportation and discretionary funds available.
- Engagement, outreach and services that are culturally and linguistically appropriate provided at the One-Stop TAY Centers as reflected in DBH Cultural Competency Plan.
- Collaboration developed with Assertive Community Treatment (ACT) teams will help older (18-25) TAY population stay out of the hospital and to develop skills for living in the community. These services would be customized to the individual needs of the consumer. They will also be provided 24 hours a day seven days per week.
- TIP (Transition to Independence Process) systems implemented to work with TAY. This system has been found to be successful with this population. TIP targets the transition needs of TAY with emotional and/or behavioral difficulties. TIP prepares and facilitates the transition of TAY across domains of employment, educational opportunity, living situation and community life adjustment.
- Services, which are values driven and evidence-based, provided to TAY to support their recovery process in the community.
- Supportive education to assist TAY in completing their GED, High School diploma, or higher education.
- Scholarships identified and developed with educational, vocational and technical institutions.
- Availability of indoor and outdoor recreational activities including, but not limited to basketball, pool table, video, and television.
- Access to childcare and services for children of TAY between ages 0-5 through referrals to specific programs targeting their needs.
- African-Americans and Latino TAY in out-of-home placement or involved in the Juvenile Justice System, who are underserved or inappropriately served in the mental health programs will be a priority for service of this program.
- Peer and mentoring subsidized positions available to TAY and families members to provide services at the One-Stop TAY Centers and in the community.
- Educational training seminars conducted on topics, which will include co-occurring disorders, mental illness, gender specific treatment, and cultural sensitivity. Trained staff and peer advocates to provide these seminars in a psycho-educational format.

- The One-Stop TAY Centers will work with enterprise development to support self sufficiency. The TAY Coordinator and staff from the centers will reach out to the business community and work with staff, peer advocates and parent partners to develop a plan for business ventures.
- Services and supports provided in non-traditional settings, such as malls, video and game stores, local eateries, and places where TAY frequent.
- Availability of educational material for TAY, family or other caregivers about mental health and co-occurring diagnosis, assessment, medications, services and supports planning, treatment modalities, and other information related to mental health services.
- Emphasis on decreasing level of care or placement for TAY from incarceration, residential care to either independent living or returning to live with family/care providers.
- Staff will meet with TAY and their families to review their individualized plans in an effort to assist them towards independence and decreasing their level of service or exiting Full Service Partnership.

## **V. CONTRACT REQUIREMENTS**

### **A. General**

The Proposer(s) selected may be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

#### **1. Representation of the County**

In the performance of the Contract, Proposer, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

#### **2. Proposer Primary Contact**

The Proposer will designate an individual to serve as the primary point of contact for the Contract. Proposer shall notify DBH when the primary contact will be unavailable/out of the office for one (1) or more workdays. Proposer or designee must respond to County inquiries within two (2) County business days.

#### **3. Change of Address**

Proposer shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

#### **4. Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Proposer either in whole or in part.

#### **5. Subcontracting**

Proposer agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from

the San Bernardino County Department of Behavioral Health. Any subcontractor shall be subject to the same provisions as Proposer. Proposer shall be fully responsible for the performance of any subcontractor.

6. Contract Amendments

Proposer agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

7. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County Department of Behavioral Health as the funding agency and Proposer as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Proposer in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with County prior to publication. Proposer shall receive written permission from County prior to publication of said training materials.

8. Attorney Fees

Proposer agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under this Contract.

9. Conflict of Interest

Proposer shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Proposer shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the California Department of Social Services (CDSS) Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Agreement.

This provision shall not be construed to prohibit employment of persons with whom Proposer's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. Grievance Procedure

Proposer will ensure that staff are knowledgeable on the San Bernardino County Department of Behavioral Health Grievance Procedure and the Notice of Alcohol and Drug Services Grievance and Complaint Procedures (attached as Attachments B and C) and ensure that any complaints by recipients are referred to the County in accordance with the procedures.

11. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

12. Contract Reimbursement

- A. If applicable, Proposer is required to become Medi-Cal certified in order to provide and be reimbursed for services provided to Medi-Cal clients. Proposers may access certification procedures by referring to Attachment F.
- B. Contracts are typically funded annually on a July 1 – June 30 fiscal year basis.
- C. Proposer shall bill the County monthly in arrears on claim forms provided by the County.
- D. If applicable, no later than 75 days after the end of the fiscal year or expiration date or termination of a contract for services, unless otherwise notified by County, the Proposer shall provide the County with a complete and correct annual standard State of California Cost Report for Medi-Cal services.
- E. Reimbursement to Proposer shall be made monthly in arrears based on the actual cost of services provided during the service month, not to exceed cumulative 1/12 of the maximum annual contract obligation.
- F. Where billing accounts have crossover Medicare and/or Insurance along with Medi-Cal, Proposer shall first be required to bill Medicare and/or applicable insurance, then provide to the DBH Business Office copies of Proposer's billing and the remittance advice (RA) that show that the bill was either paid or denied.

The DBH Business Office, upon receipt of these two items, will proceed to have the remainder of the claim submitted to Medi-Cal. Without

these two items, the accounts with the crossover Medicare and/or Insurance along with Medi-Cal will not be billed.

Proposer shall be obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement.

- G. Proposer shall collect revenues for the provision of the services described in this RFP and any Contract awarded. Such revenues may include, but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by the Proposer shall be reported in the annual Cost Report, and shall be used to offset gross cost.

- H. Proposer shall exercise diligence in billing and collecting fees and/or co pays from patients for services.

The state of California "Uniform Method of Determining Ability to Pay" (UMDAP) shall be followed in charging clients for services under this agreement. Proposers may access these procedures at <http://www.dmh.cahwnet.gov/DMHDocs/default.asp?view=notices>. Information Notice 98-13.

13. Licenses and Permits

Proposer will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Proposer will notify County immediately of loss or suspension of any such licenses and permits.

14. Health and Safety

Proposer shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

15. Department of Justice Clearance

Proposer shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

16. The Excluded Parties List System (EPLS)

Neither Proposer nor its employees or subcontractors shall be named on the EPLS, which includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. The EPLS can be accessed at <http://www.epls.gov/>. This information may include names, addresses, DUNS numbers, Social Security

Numbers (SSNs), Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action. Please be aware that although United States General Service Administration operates this system, individual agencies are responsible for the timely reporting, maintenance, and accuracy of their data.

17. Health Insurance Portability and Accountability Act

Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Proposer shall comply with the terms and conditions as set forth in the attached Business Associate Agreement (Attachment A), hereby incorporated by this reference.

18. Pro-Children Act of 1994

Proposer will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

19. Environmental Regulations

EPA Regulations - If the amount available to Proposer under the Contract exceeds \$100,000, Proposer will agree to comply with the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

State Energy Conservation Clause - Proposer shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations).

20. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

21. Americans with Disabilities Act

Proposer shall comply with all applicable provisions of the Americans with Disabilities Act (ADA). The ADA can be accessed at <http://www.usdoj.gov/crt/ada/adahom1.htm>.

22. Public Accessibility

Proposer shall ensure that services provided are accessible by public transportation.

23. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.

24. Cultural Competency

The State Department of Mental Health (DMH) mandates counties to develop and implement a cultural Competency Plan for residents of San Bernardino County. Policies and procedures and all services must be culturally and linguistically appropriate. Proposers will be included in the implementation process and shall adhere to cultural competency standards and requirements.

**Cultural and Linguistic Competency.** Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

- a. The Proposer shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health and substance abuse services.
- b. The DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing medically necessary specialty behavioral health and substance abuse services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health and substance abuse services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.
- c. To assist the Proposer's efforts towards cultural and linguistic competency, the DBH shall provide the following:
  - (1) Technical assistance to the Proposer regarding cultural competency implementation.
  - (2) Demographic information to the Proposer on service area for services planning.
  - (3) Cultural competency training for DBH and Proposer personnel. Proposer staff is encouraged to attend at least one cultural competency training per year.
  - (4) Interpreter training for DBH and Proposer personnel.



- (5) Technical assistance for the Proposer in translating behavioral health and substance abuse services information to the DBH's threshold language (Spanish).

B. Indemnification and Insurance Requirements

1. Indemnification

The Proposer agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Proposer's acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Proposer shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Proposer and all risks to such persons under this Agreement.

If Proposer has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Proposers that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000). **Exception: If the Proposer is going to transport clients, at any given time, then the policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000).**
- c. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate or  
Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability, Proposer shall required the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Proposer shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Proposer shall maintain such insurance from the time Proposer commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Proposer shall furnish certified copies of the policies and all endorsements. If the copies and endorsements are not received within the specified time, DBH may withhold contractual reimbursement until the copies and endorsements are provided.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Proposer agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Proposer in the delivery of services provided under this Contract. Full cooperation shall be given by Proposer in any auditing or monitoring conducted.

Proposer shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

Proposer shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy and shall be retained for at least seven years from the date of final payment or final settlement, or until audit findings are resolved, whichever is longer.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of a Contract.

The Proposer shall maintain client and community service records in compliance with all regulations set forth by the State Department of Mental Health (DMH) and provide access to clinical records by DBH staff.

Proposer(s) shall agree to maintain and retain all appropriate service and financial records for a period of at least seven (7) years, or until audit findings are resolved, which ever is later.

3. Assistance by Proposer

Proposer shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Proposer.

4. Single Audit Provisions

Pursuant to OMB Circular A-133, Contractors expending the threshold amount, or more, in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

- a. The audit shall be performed by a licensed Certified Public Accountant (CPA) in accordance with OMB Circular A-133 (latest revision) Audits of States, Local Governments, and Non-Profit Organizations.
- b. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
- c. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Proposer's fiscal year.
- d. The cost of the audit made in accordance with the provisions of OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Proposer's total revenue.
- e. The work papers and the audit reports shall be retained for a minimum of seven (7) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
- f. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.

The Proposer is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

**VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS**

A. Equal Employment Opportunity Program

Proposer agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Proposer shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability.

Information on the above rules and regulations may be obtained from DBH Contracts Unit.

**B. Civil Rights Compliance**

The Proposer shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with DBH Contracts Unit within 30 days of awarding of the contract. The Civil Rights Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights liaison. Upon request, DBH will supply a sample of the Civil Rights Plan format. The Proposer will be monitored by DBH for compliance with provisions of its Civil Rights Plan.

**VII. FORMER COUNTY OFFICIALS**

The Proposer shall provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

**VIII. IMPROPER CONSIDERATION**

The Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a

disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **X. CALIFORNIA PUBLIC RECORDS ACT**

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

##### **NOTICE**

The data on pages\_\_\_\_\_ of this Proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement

indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

## **XI. LOCAL PREFERENCE POLICY**

The County of San Bernardino has adopted a preference for Proposers whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For purposes of the application of the local preference policy (County Policy 11 – 12), "principal place of business" is defined as the Proposer's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Proposer's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP, Request for Quotes (RFQ), Quote(s) and Requests for Applications (RFA) for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Proposer is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the Proposer's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Proposers are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Proposers is a local Vendor. If one of the Proposers is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Proposer's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Proposer for the contract award.

## **XII. PROPOSAL SUBMISSION**

### **A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.
2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to

the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph E - Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. **One original**, which may be bound, and **six (6) additional** unbound copies of the written proposal are required. (For a total of seven (7) proposals.) The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL –DBH RFP 07-16.**"
3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Type face must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

**C. Proposal Format**

Response to this Request for Proposal must be in the form of a proposal package. An original proposal, which may be bound, must be clearly marked "Master Copy". In addition, DBH requires (6) unbound copies of the proposal. There should be a total of (7) copies submitted or the proposal may be rejected. The content of the proposal must be submitted in the following sequence and format:

**1. Cover Page**

Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that includes the following information: Submit three statements:

- ☐ a. A statement that the proposal is submitted in response to the Request for Proposal for the One-Stop Transitional Age Youth (TAY) Center HIGH DESERT AREA, DBH 07-16.
- ☐ b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization or firm.
- ☐ c. A statement certifying that the undersigned, under penalty of perjury, is



an agent authorized to submit proposals on behalf of the organization/firm.	
<b>2. Table of Contents</b>	<input type="checkbox"/> Complete a table of contents for the entire proposal with respective page numbers opposite each topic.
<b>3. Statement of Certification</b>	<p>Include the following in this section of the proposal:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. A concise statement of the services proposed.</li> <li><input type="checkbox"/> b. A statement that the Proposer will provide the services as described in the proposal, beginning January 1, 2008 and continuing through June 30, 2010.</li> <li><input type="checkbox"/> c. A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.</li> <li><input type="checkbox"/> d. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.</li> <li><input type="checkbox"/> e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.</li> <li><input type="checkbox"/> f. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.</li> <li><input type="checkbox"/> g. A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.</li> <li><input type="checkbox"/> h. A statement that the prospective Proposer, if selected, will comply with all applicable rules, laws, and regulations.</li> <li><input type="checkbox"/> i. A list of Former County Officials (as defined in Section VII) affiliated with the organization. If none, so state.</li> </ul>
<b>4. Proposal Description</b>	<p>Proposal should address, but is not limited to addressing, all items in Section IV, Paragraph C - Program Description and the following items:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.</li> <li><input type="checkbox"/> b. A narrative description of the proposed plan to achieve the program objective and requirements addressing the following elements:             <ul style="list-style-type: none"> <li><input type="checkbox"/> 1) Describe program services and strategies to be employed to ensure stability and continuity of care for the clients, and the Agency's ability to be flexible in meeting changing needs.</li> </ul> </li> </ul>

- ☐ 2) Describe case management activities.
- ☐ 3) Outline the service approach in terms of general treatment intensity (if applicable), frequency, and array of service and expected length of service.
- ☐ 4) Describe the process of transitioning to a lower level of mental health care.
- ☐ 5) Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure.
- ☐ 6) Describe how the Agency will utilize formal and informal supports provided by professionals and non-professionals in the provision of services.
- ☐ 7) Discuss Agency's methods for achieving goals cost effectively.
- ☐ 8) State the address of the facility and explain why it is appropriate for this contract (in targeted Geographic Service Area; near mass transit; user friendly; facility layout; etc.).
- ☐ 9) Describe the Agency's capacity.
- ☐ 10) Describe the Agency's experience.
- ☐ 11) Explain how the Agency will develop an advocacy and support network.
- ☐ 12) Describe how the Agency will respond to the training requirements.
- ☐ 13) Explain how the agency will meet any special program or funding.
- ☐ 14) Provide some examples of the outcomes expected.
- ☐ 15) Estimate the number of unique or unduplicated clients expected to be served.
- ☐ 16) Estimate the anticipated cost per participant.
- ☐ c. Describe your Agency's state of readiness to enroll participants, which shall include.
  - ☐ 1) A Detailed Implementation Plan.
  - ☐ 2) Your timeline for participant enrollment and hiring staff during the first program year.
  - ☐ 3) Explanation of any assumptions and/or constraints.

**5. Statement of Experience**

Include the following in this section of the proposal:

- ☐ a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
- ☐ b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- ☐ c. A statement that the prospective Proposer has a demonstrated capacity to perform the required services.
- ☐ d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
- ☐ e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
- ☐ f. Experience of principal individuals of the prospective Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
- ☐ g. With respect to contracts completed during the last five years which involve similar type projects, for each contract show:
  - ☐ 1) Date of completion and duration of each contract.
  - ☐ 2) Type of service.
  - ☐ 3) Total dollar amount contracted for and amount received.
  - ☐ 4) Location of area served.
  - ☐ 5) Name and address of agency with which contracted and agency person administering the contract.
  - ☐ 6) If none, so state.
- ☐ h. If any contract was terminated prior to the original termination date during the last five years, for each contract show:
  - ☐ 1) Date of termination and duration of each contract.

- ☐ 2) Type of service.
- ☐ 3) Total dollar amount contracted for and amount received.
- ☐ 4) Location of area served.
- ☐ 5) Name and address of agency with which contracted and agency person administering the contract.
- ☐ 6) Reason for termination.
- ☐ 7) If none, so state.

i. With respect to contracts currently in effect, for each contract show:

- ☐ 1) Contract start date and date due for completion.
- ☐ 2) Type of service.
- ☐ 3) Total contract amount.
- ☐ 4) Location of area served.
- ☐ 5) Name and address of agency with which the organization is currently contracting and agency person administering the contract.
- ☐ 6) If none, so state.

- ☐ j. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
- ☐ k. Financial interest in other lines of business. If none, so state.
- ☐ l. Pending litigation involving the Proposer or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
- ☐ m. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
- ☐ n. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.

**6. Subcontractor Information**

If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting.

	<input type="checkbox"/> a. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm that includes: <ul style="list-style-type: none"> <li><input type="checkbox"/> 1) Name and address of the organization/firm, type of work to be performed, and percentage of the total work of the proposal.</li> <li><input type="checkbox"/> 2) Statement must include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Proposer. Any subcontract entered into by the Proposer shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Proposer shall be responsible for performance of the subcontractor.</li> </ul>
<b>7. Audited financial statements</b>	<p>Such statements shall be the most recent and complete audited financial statement available and shall be for a fiscal period not more than eighteen (18) months old at time of submission.</p> <input type="checkbox"/> a. In accordance with CDSS MPP Section 23-610(L), submit the three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months. If the business has been in existence for less than three years, provide the most recent statements. These statements shall be by an independent, certified public accountant. <ul style="list-style-type: none"> <li><input type="checkbox"/> 1) In accordance with CDSS MPP Section 23-610(m), submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.</li> <li><input type="checkbox"/> 2) Submit an agreement to the right of the County, State and federal governments to audit the Proposer's financial and other records.</li> </ul>
<b>8. Insurance</b>	<input type="checkbox"/> Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.
<b>9. Program Budget</b>	<input type="checkbox"/> Submit complete Budget Proposal for each program for each fiscal year for cost analysis purposes (See Attachment H - Sample). Electronic version will be e-mailed to each agency upon verification of mandatory proposal conference attendance or upon request.
<b>10. Complaint and Grievance Procedures</b>	<input type="checkbox"/> A statement that the Proposer will ensure that any complaints made by service recipients will be referred to the County in accordance with the County procedure as defined in Attachment B, and/or Attachment C.

### **XIII. PROPOSAL EVALUATION AND SELECTION**

#### **A. Evaluation Process**

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

#### **B. Evaluation Criteria**

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b. Proposers must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will also be evaluated on the basis of the following criteria:

- a. Cost
- b. Demonstrated ability to serve target population.
- c. Proposed Program Services and Strategies.
- d. Readiness to provide services.
- e. Experience
- f. Staffing levels and qualifications.
- g. Appropriateness of facility (in Geographic Service Option/area; near mass transit; facility layout; etc.)
- h. Fiscal Stability

While cost is a major consideration in the evaluation process, selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

#### **C. Contract Award**

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph D of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the County Administrative Office or Designee.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award a Contract(s) rests solely with the County of San Bernardino Board of Supervisors.

**BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy and Security Rules.

**I. Obligations and Activities of Business Associate.**

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
  - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement and/or any security incident with respect to electronic Protected Health Information of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or



received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained and return or destroy all other Protected Health Information received from the Covered Entity, or created or received by the Business Associate or its subcontractors, employees or agents on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the

Business Associate shall provide the Covered Entity with written notification of the conditions that make return not feasible. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any Protected Health Information retained by Business Associate or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

**II. Specific Use and Disclosure Provisions.**

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j) (1).

**III. Obligations of Covered Entity.**

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to

the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**IV. General Provisions.**

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy or Security Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

**San Bernardino County Department of Behavioral Health  
To be POSTED at all Alcohol and Drug Service Sites**

**NOTICE OF ALCOHOL AND DRUG SERVICES GRIEVANCE AND COMPLAINT PROCEDURES**

**PERSONAL**

**CIVIL RIGHTS**

In accordance with Title 9, Chapter 4, Section 10569, OF THE CALIFORNIA CODE OF REGULATIONS, EACH PERSON RECEIVING SERVICES FROM AN ALCOHOL AND DRUG ABUSE RECOVERY PROGRAM SHALL HAVE RIGHTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

**THE RIGHT:**

To be accorded dignity in his/her personal relationships with staff and other individuals;

To be accorded safe, healthful and comfortable accommodations to meet his/her needs;

To be free from intellectual, emotional and physical abuse, and/or inappropriate sexual behavior;

To be informed of the provisions of law regarding complaints including, but not limited to the address and telephone number of the licensing agency;

To be free to attend religious services or activities of choice and to have visits from spiritual advisor provided that these services or activities do not conflict with facility program requirements. Participation in religious services will be voluntary only.

To be provided with confidentiality in accordance with federal regulation (Title 42, Section 2.1-2.67-1)

To be accorded access to his/her file.

In accordance with Title VII of the Civil Rights Act of 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE 9, SECTION 10800; AMERICANS WITH DISABILITIES ACT OF 1990:

NO PERSON SHALL EXPERIENCE DISCRIMINATION ON THE BASIS OF:

Age  
Race  
Sex  
Ancestry  
Color  
Religious Creed  
Disability  
National Origin  
Physical Disability  
Mental Disability  
Sexual Orientation

In cases where the complaint filed initially with his/her Office of Civil Rights, that Office may proceed to investigate.

Certain complaints may also be filed directly with:  
U.S. Dept. of Health and Human Services  
50 United Nations Plaza, Room # 322  
San Francisco, CA 94102  
(415) 556-870      (415) 566-8586

From the date of violation of Civil Rights you have a maximum of 180 days to file a written complaint

**COMPLAINTS SHOULD BE DIRECTED TO:**

Department of Behavioral Health  
ACCESS Compliance Unit  
700 East Gilbert Street, Cottage 4  
San Bernardino, CA 92415-0920  
(888) 743-1478

Department of Alcohol & Drug Program  
Licensing & Certification  
1700 "K" Street  
Sacramento, CA 95814-4037  
(916) 322-2911      TDD (916) 445-1942

**County of San Bernardino Mental Health Plan (MHP) Grievance Procedure  
BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES**

Title 9 of the California Code of Regulations requires that the MHP and its fee-for-service providers give verbal and written information to Medi-Cal beneficiaries regarding the following:

- ✓ How to access specialty mental health services
- ✓ How to file a grievance about services
- ✓ How to file for a State Fair Hearing

The MHP has developed a *Consumer Guide*, a beneficiary rights poster, a grievance form, an appeal form, and Request For Change of Provider Form. All of these beneficiary materials must be posted in prominent locations where Medi-Cal beneficiaries receive outpatient specialty mental health services, including the waiting rooms of providers' offices of service.

**Please note that all fee-for-service providers and contract agencies are required to give their clients copies of all current beneficiary information annually at the time their treatment plans are updated and at intake.**

Provided below is additional information about the grievance process:

**GRIEVANCES BY CLIENTS** (Verbal and/or Written)

A grievance is an expression of dissatisfaction about any matter other than an action. Clients are encouraged to discuss issues and concerns regarding their mental health services directly with their provider(s). Beneficiary grievances (including those by families, legal guardians, or conservators of Clients) may be directed to the provider, to the Access Unit, and/or to the Department's Patients' Rights Office.

A grievance can be a verbal or a written statement of the Client's concerns or problems. The Client has the right to use the grievance process at any time. Grievance forms, as well as envelopes already addressed to the Access Unit, must be available at all providers' offices in locations where the Client may obtain them without making a verbal request. If they have questions regarding the grievance process, clients may contact their providers, the Access Unit, or the Office of Patients' Rights. The Access Unit records the grievance in a log within one working day of the date of the receipt of the grievance. The Access Unit sends an acknowledgement letter and resolution letter to the Client as hereafter described. The Access Unit or MHP designee has 60 calendar days to resolve a grievance. Fourteen-day extensions are allowed if the Consumer requests or the MHP determines it is in the best interest of the Consumer. Grievances are tracked by the Access Unit and sent to the Continuous Quality Improvement Committee after resolution.

Appeal Procedures when the Consumer is dissatisfied after receipt of a Notice of Action, which:

- 1. Denies or limits authorization of a requested service, including the type or level of service;**

- 2. Reduces, suspends, or terminates a previously authorized service;**
- 3. Denies, in whole or in part, payment for a service;**
- 4. Fails to provide services in a timely manner, as determined by the MHP or;**
- 5. Fails to act within the timeframes for disposition of standard grievances, the resolution of standard appeals, or the resolution of expedited appeals, as hereafter described.**
  - a. A Consumer may complete an Action Appeal form, which is to be forwarded to the Access Unit, or orally appeal to the Access Unit. If oral, it must be followed up in writing. The Access Unit sends an acknowledgement letter when an appeal is received.
  - b. The Access Unit records the appeal in a log within one working day of the date the appeal is received. The Access Unit maintains and tracks the appeals.
  - c. A written decision is to be made by the Access Unit in 45 calendar days from the date of receipt of the form, and mailed to the Consumer. Fourteen days extensions are allowed if the Consumer requests or the MHP determines it is in the best interest of the Consumer. The Access Unit sends a resolution letter to the Consumer.
  - d. Expedited Appeals can be requested if the time for the standard resolution could seriously jeopardize the Consumer's life, health or ability to function. The parties will be notified of the MHP decision no later than 3 working days after the MHP has received the appeal.

## **REQUEST FOR A STATE FAIR HEARING**

Medi-Cal beneficiaries may request a State Fair Hearing at any time before, during, or within 90 days of the completion of, the MHP's beneficiary problem resolution process. The client also has the right to request a State Fair Hearing whether or not the client uses the problem resolution process, and whether or not the client has received a Notice of Action. If the client is currently receiving mental health services and has received a Notice of Action letter which denies, reduces or terminates those services, and if the client requests a State Fair Hearing within 10 days of receipt of the Notice of Action, it may be possible to maintain the same level of services pending the outcome of the State Fair Hearing.

To request a State Fair Hearing, the client should call or write to:

Public Inquiry and Response  
744 "P" Street, M.S. 16-23  
Sacramento, CA 95814  
Telephone: (800) 952-5253  
TDD: (800) 952-8349

## ADDITIONAL POINTS

1. At any time during the complaint, grievance, second opinion, or State Fair Hearing process, the client may authorize a person to act on his or her behalf, to use the complaint/grievance resolution process on his or her behalf, or to assist him or her with the process.
2. Filing a complaint or a grievance will not restrict or compromise the client's access to mental health services.
3. At any time during the complaint/grievance process, the client may contact the Access Unit at (888) 743-1478 or the Patient's Rights' Office at (800) 440-2391 for assistance.

## COMPLAINTS/GRIEVANCES REGARDING PROVIDERS AND SERVICES

Complaints or grievances by clients about providers or mental health services may be made to the Access Unit or to the Patients' Rights Office. Complaints and grievances will be reviewed and investigated by the appropriate office within the Department of Behavioral Health, and the issues contained therein will be reviewed by the Quality Improvement Committee. Providers cited by the beneficiary or otherwise involved in the grievance process will be notified of the final disposition of that grievance.

Concerns of the Department of Behavioral Health regarding a provider's possible unprofessional, unethical, incompetent, or breach-of-contract behavior will be investigated by the Patients' Rights Office or other department, by appropriate state licensing authorities, or by the Quality Improvement Committee. In extreme cases, in which client safety is at risk, the Director may suspend the provider's credentialed status while an investigation proceeds.

Providers will prominently display and make available printed materials which announce and explain the complaint, grievance, Second Opinion and State Fair Hearing processes without the beneficiary having to make a verbal or written request for these materials. The Department of Behavioral Health has the *Consumer Guide* and poster in the two threshold languages. ***Any complaint or grievance which a provider receives from a beneficiary should be forwarded to the Access Unit immediately.***

## PROVIDER PROBLEM RESOLUTION AND APPEAL PROCESS

### COMPLAINTS (verbal)

Provider complaints regarding the system-of-care structure and procedures may be directed verbally or in writing to the Access Unit Supervisor, who may be able to resolve or explain the issue.

When a provider complaint concerns a denied or modified request for payment authorization, or the processing or payment of a provider's claim, the provider has a right to access the Provider Appeal Process at any time before, during, or after the Provider Problem Resolution Process has begun.

**APPEALS/GRIEVANCES (written)**

In response to a denied or modified request for payment authorization, or a dispute concerning the processing or payment of a claim, a provider may make use of the written Provider Appeal Process. The written appeal must be sent to the Access Unit Supervisor within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of the MHP's failure to act on a request.

The Program Manager or designee will communicate a response to the provider within 60 calendar days of receipt of the appeal, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision. If applicable, the provider shall submit a revised request for MHP payment authorization within 30 calendar days from receipt of the MHP's decision to approve the payment authorization request.

If the Program Manager does not respond to the appeal within 60 calendar days of receiving it, the appeal shall be considered denied.



## **PARTIAL LIST OF REQUIREMENTS OF DATA ELEMENTS FOR CLIENT, EPISODES AND SERVICES**

(Not complete list)

Current Location of Database: InSyst ("SIMON")

The following is a partial list of requirements of InSyst data elements. This list is in no way intended to be a comprehensive list of those requirements:

1. Client Name
2. Date of Birth
3. Sex
4. Race and Ethnicity
5. Place of Birth
6. Reporting Unit of Current Episode
7. Episode Opening Date
8. Episode Closing Date
9. Insurance Information
10. Living Situation as Episode Opening
11. Living Situation as Episode Closing (for closed episodes)
12. Relationship at Episode Opening
13. Relationship at Episode Closing
14. Highest Educational Level at Episode Opening
15. Highest Educational Level at Episode Closing
16. Employment Status at Episode Opening
17. Employment Status at Episode Closing
18. Zip Code at Episode Opening
19. Zip Code at Episode Closing
20. Discharge Diagnoses
21. Reason for Discharge
22. Discharge Summary Form Rating
23. Referred from at Opening
24. Referred to at Discharge

# Partial List of Requirements of Data Elements for Key Events Tracking for Full Service Partnership (FSP) clients (not complete list)

Current Location of Database: KET System, web-based, secure data entry

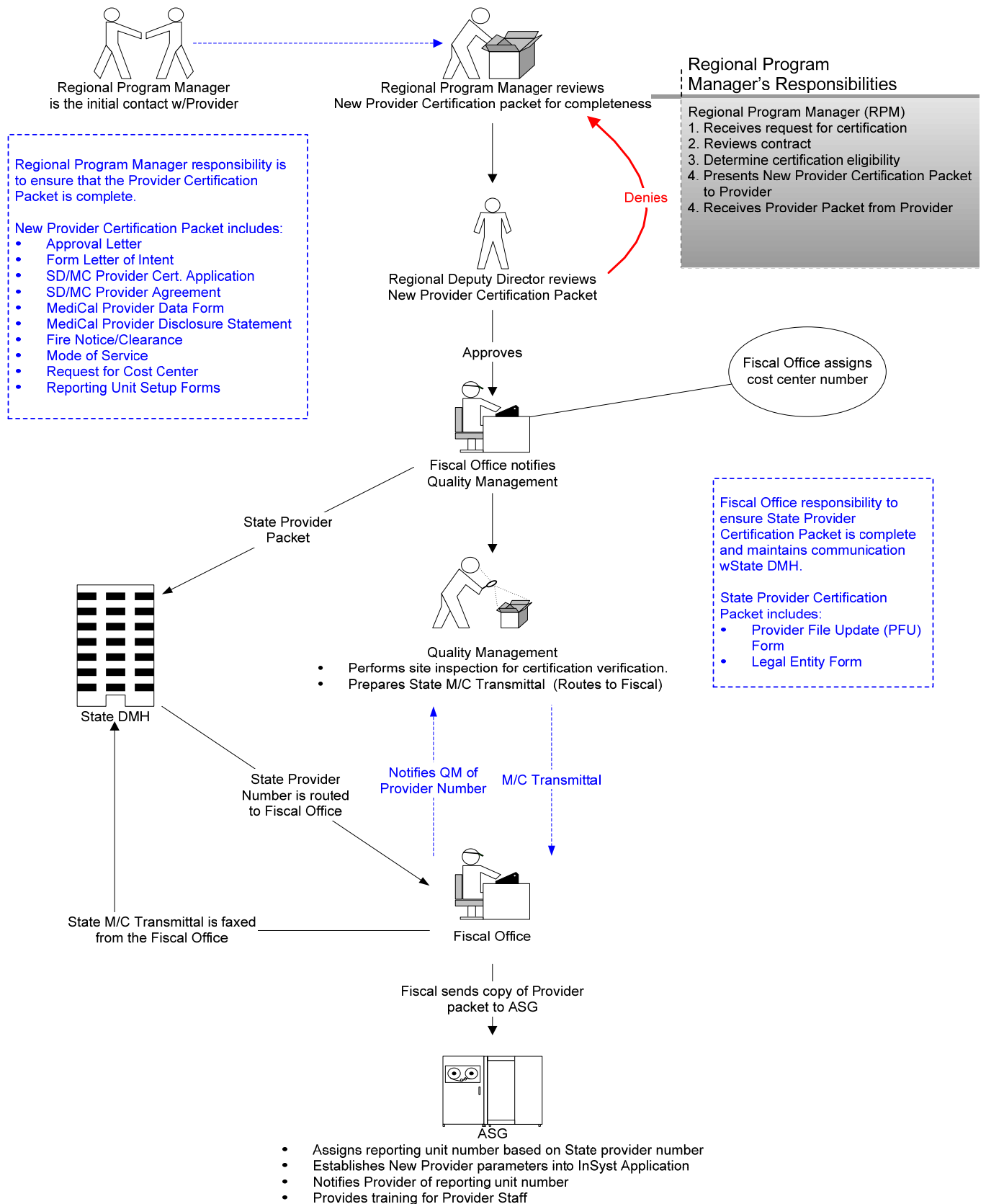
Pursuant to W&I Code Section 5848(c), and applicable regulations, the Proposer shall submit MHSA Full Service Partnerships ("FSP") Data Collection and Reporting (DCR) data to DMH for the purpose of measuring individual-level performance outcomes. All FSP data shall be submitted in electronic form. The Proposer shall ensure that the staff responsible for transmitting this data is trained in data collection procedure. The requirements referred to in this section do not preclude any other performance outcomes measurement required by law or regulation.

- A. **Initial Data:** Proposer shall collect data as soon as it begins providing services to FSP clients, including, but not limited to: general administrative data; residential status; educational status; employment status; financial status; legal issues/status; health status; substance abuse issues; assessment of daily living functions where appropriate; and all interventions, including emergency intervention. This data shall be transmitted to DMH as soon as possible, and no later than 90 (ninety) days after the commencement of services.
- B. **Quarterly Assessments:** Every three months, Proposer shall conduct a quarterly assessment of each individual and submit FSP data to DMH within 90 (ninety) days of collecting the data. This data shall include, but is not limited to: general administrative data; educational status; financial status; legal issues/status; health status; substance abuse issues; and assessment of daily living functions where appropriate.
- C. **Changes in Key Events:** Proposer shall submit data to DMH as soon as possible, but no later than 90 (ninety) days after an FSP client experiences a change in a key event, such as a change in educational status, employment or financial status, legal status, or residential status, including hospitalization or incarceration; or following an emergency intervention. Data submitted shall include, but is not limited to the following: general administrative data; residence; educational status; employment status; legal issues/status; and a description of any and all interventions, including emergency intervention.

The following is a partial list of requirements of Full Service Partnership data elements. This list is in no way intended to be a comprehensive list of those requirements:

1. County Client Number (link to CSI)
2. Partnership/Assessment Date
3. Child/Youth First/Last Name
4. Provider Site ID
5. Full Service Partnership Program ID
6. Partnership Service Coordinator ID
7. Child/Youth's Date of Birth
8. County Use Fields
9. Partnership Status Change Date/Reason
10. Youth's Current Program Involvement
11. Residential Situations Prior To The Last 12 Months
12. Residential Situations During The Last 12 Months
13. Residential Situation Yesterday
14. Residential Situation Tonight
15. General Living Arrangements

# DBH Contract Provider Medi-Cal Certification Process Overview



## **DBH Contract Provider Medi-Cal Certification Process Overview**

### **DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS Counselor Certification Regulations Highlights**

The counselor certification regulations are effective April 1, 2005. Any individual providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in an ADP licensed or certified program are required to be certified.

#### Highlights

- By October 1, 2005 or within 6 months of the date of hire, whichever is later, a counselor shall register to obtain certification by one of the 10 Certification Organizations listed in the regulation.
- Counselors will have 5 years to become certified.
- Counselors currently certified by one of the 10 certifying organizations are “grandfathered” in.
- Licensed professionals (LCSW, MFT, Psychologist or interns) are not required to be certified.
- Certified counselors must complete 40 hours of continuing education every two years.
- Counselors shall sign an agreement to abide by the certifying organization’s code of conduct.
- Confirmation of registration or certification shall be maintained in the personnel file at the place of employment.
- ADP will investigate all counselor complaints.
- ADP may order the certifying organization to take necessary action to temporarily suspend or revoke a counselor’s certification or registration.

<b>PROVIDER NAME:</b>	A Helping Hand - San Bernardino
<b>BUDGET PERIOD:</b>	April 1, 2007 - June 30, 2007
<b>PREPARED BY:</b>	John Doe - Finance Coordinator

# Sample

(1)	(2)	(3)	(4)	(5)	(6)
POSITION TITLE	HOURLY RATE	TOTAL HOURS	TOTAL SALARIES	TOTAL BENEFITS	TOTAL SALARIES & BENEFITS
<b>EXPENSES:</b>				Rate:	
<b>SALARIES &amp; BENEFITS</b>				25%	
Managing Director	\$ 30.04	2,080	\$ 62,483	\$ 15,621	\$ 78,104
Counselor IV	\$ 23.46	2,080	\$ 48,797	\$ 12,199	\$ 60,996
Counselor IV	\$ 31.00	1,620	\$ 50,220	\$ 12,555	\$ 62,775
Counselor III	\$ 17.65	1,040	\$ 18,356	\$ 4,589	\$ 22,945
Counselor III	\$ 19.09	1,900	\$ 36,271	\$ 9,068	\$ 45,339
Counselor III	\$ 19.09	1,900	\$ 36,271	\$ 9,068	\$ 45,339
Counselor III	\$ 16.00	1,620	\$ 25,920	\$ 6,480	\$ 32,400
Counselor II	\$ 15.30	1,620	\$ 24,786	\$ 6,197	\$ 30,983
CD Counselor III	\$ 19.09	2,080	\$ 39,707	\$ 9,927	\$ 49,634
CD Counselor II	\$ 16.00	1,620	\$ 25,920	\$ 6,480	\$ 32,400
CD Counselor II	\$ 13.79	1,040	\$ 14,342	\$ 3,586	\$ 17,928
Bookkeeper	\$ 14.28	1,040	\$ 14,851	\$ 3,713	\$ 18,564
Secretary	\$ 13.94	2,080	\$ 28,995	\$ 7,249	\$ 36,244
Receptionist	\$ 11.22	2,080	\$ 23,338	\$ 5,835	\$ 29,173
Clerk	\$ 11.00	1,350	\$ 14,850	\$ 3,713	\$ 18,563
		-	\$ -	\$ -	\$ -
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<b>TOTALS SALARIES &amp; BENEFITS</b>		<b>25,150</b>	<b>\$ 465,107</b>	<b>\$ 116,280</b>	<b>\$ 581,387</b>

# Sample

**INSTRUCTIONS**

Please include a narrative explaining Expenses: Services and Supplies on a separate page. It should be in a typeface of twelve (12) characters per inch.

Complete the areas highlighted in yellow. All formulas will automatically make the necessary calculations.

Please complete a separate Budget Proposal for EACH PROGRAM for EACH FISCAL YEAR. PLEASE NOTE: The first budget period will be short - April 1, 2007 - June 30, 2007. All other budget periods should be for a full fiscal year, July 1 - June 30.

If Services are NOT Medi-Cal Billable, enter 0% for Medi-Cal Penetration Rate.

If Services are NOT EPSDT Billable, enter 0% for EPSDT Penetration Rate.

(1)	(2)
<b>EXPENSES:</b>	
<b>SERVICES &amp; SUPPLIES</b>	<b>TOTAL COST</b>
<b>CLIENT EXPENSES:</b>	
Client Employment and Education Support	\$ 5,800
Client Transportation (i.e. bus Passes)	\$ 12,500
Clothing, Food and Hygiene	\$ 23,500
Medication and Medical Support	\$ 7,500
Stipends	\$ 8,000
<b>OPERATING EXPENSES:</b>	
Employee Training (Please specify)	\$ 5,000
Employee Travel and Transportation	\$ 7,500
General Office Expense (if more than 10% of S&S, must detail)	\$ 12,500
OTHER (If more than 10% of Services & Supplies, must detail)	\$ 2,500
Rent, Utilities and Equipment	\$ 60,000
<b>TOTAL SERVICES &amp; SUPPLIES</b>	<b>\$ 144,800</b>

<b>TOTAL EXPENSES (S&amp;B + S&amp;S)</b>	<b>\$ 726,187</b>
---	-------------------

(1)	(2)
<b>AGENCY REVENUE</b>	<b>TOTAL</b>
Private Pay/Client Fees	\$ 100
Patient Insurance	\$ 570
Medicare	\$ -
Grants/Other	\$ 2,000
<b>TOTAL AGENCY REVENUE</b>	<b>\$ 2,670</b>

<b>NET COST OF PROGRAM</b>	<b>\$ 723,517</b>
----------------------------	-------------------

(1)	(2)	(3)
<b>FUNDING:</b>	<b>RATE</b>	<b>TOTAL</b>
Medi-Cal Penetration Rate:	50%	
Medi-Cal FFP (Federal Financial Participation)	50%	\$ 180,879
EPSDT Penetration Rate	30%	
EPSDT State Share	45%	\$ 97,675
MHSA		\$ 444,963
<b>TOTAL FUNDING</b>		<b>\$ 723,517</b>

**SAN BERNARDINO COUNTY**  
**DEPARTMENT OF BEHAVIORAL HEALTH**  
**BUDGET PROPOSAL**

**PROGRAM:** Drop-In

**PROVIDER NAME:** A Helping Hand - San Bernardino

**BUDGET PERIOD:** April 1, 2007 - June 30, 2007

**PREPARED BY:** John Doe - Finance Coordinator

Page 1 of 2

(1)	(2)	(3)	(4)	(5)	(6)
POSITION TITLE	HOURLY RATE	TOTAL HOURS	TOTAL SALARIES	TOTAL BENEFITS	TOTAL SALARIES & BENEFITS
<b>EXPENSES:</b>				Rate:	
<b>SALARIES &amp; BENEFITS</b>				25%	
Managing Director	\$ 30.04	2,080	\$ 62,483	\$ 15,621	\$ 78,104
Counselor IV	\$ 23.46	2,080	\$ 48,797	\$ 12,199	\$ 60,996
Counselor III	\$ 17.65	1,040	\$ 18,356	\$ 4,589	\$ 22,945
CD Counselor III	\$ 19.09	2,080	\$ 39,707	\$ 9,927	\$ 49,634
Bookkeeper	\$ 14.28	1,040	\$ 14,851	\$ 3,713	\$ 18,564
Secretary	\$ 13.94	2,080	\$ 28,995	\$ 7,249	\$ 36,244
Receptionist	\$ 11.22	2,080	\$ 23,338	\$ 5,835	\$ 29,173
Clerk	\$ 11.00	1,350	\$ 14,850	\$ 3,713	\$ 18,563
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<b>TOTALS</b>					
<b>SALARIES &amp; BENEFITS</b>		13,830	\$ 251,377	\$ 62,846	\$ 314,223

Sample

(1)	(2)	
<b>EXPENSES:</b>		
<b>SERVICES &amp; SUPPLIES</b>	<b>TOTAL COST</b>	
<b>CLIENT EXPENSES:</b>		
Client Employment and Education Support	\$ 5,800	
Client Transportation (i.e. bus Passes)	\$ 12,500	
Clothing, Food and Hygiene	\$ 23,500	
Medication and Medical Support	\$ 7,500	
Stipends	\$ 8,000	
<b>OPERATING EXPENSES:</b>		
Employee Training (Please specify)	\$ 5,000	
Employee Travel and Transportation	\$ 7,500	
General Office Expense (if more than 10% of S&S, must detail)	\$ 12,500	
OTHER (If more than 10% of Services & Supplies, must detail)	\$ 2,500	
Rent, Utilities and Equipment	\$ 60,000	
<b>TOTAL SERVICES &amp; SUPPLIES</b>	<b>\$ 144,800</b>	
<b>TOTAL EXPENSES (S&amp;B + S&amp;S)</b>	<b>\$ 459,023</b>	
(1)	(2)	
<b>AGENCY REVENUE</b>	<b>TOTAL</b>	
Private Pay/Client Fees	\$ -	
Patient Insurance	\$ -	
Medicare	\$ -	
Grants/Other	\$ 3,500	
<b>TOTAL AGENCY REVENUE</b>	<b>\$ 3,500</b>	
<b>NET COST OF PROGRAM</b>	<b>\$ 455,523</b>	
(1)	(2)	(3)
<b>FUNDING:</b>	<b>RATE</b>	<b>TOTAL</b>
Medi-Cal Penetration Rate:	0%	
Medi-Cal FFP (Federal Financial Participation)	50%	\$ -
EPSDT Penetration Rate	0%	
EPSDT State Share	45%	\$ -
MHSA		\$ 455,523
<b>TOTAL FUNDING</b>		<b>\$ 455,523</b>

**INSTRUCTIONS**

Please include a narrative explaining Expenses: Services and Supplies on a separate page. It should be in a typeface of twelve (12) characters per inch.

Complete the areas highlighted in yellow. All formulas will automatically make the necessary calculations.

Please complete a separate Budget Proposal for **EACH PROGRAM** for **EACH FISCAL YEAR**. **PLEASE NOTE:** The first budget period will be short - April 1, 2007 - June 30, 2007. All other budget periods should be for a full fiscal year, July 1 - June 30.

If Services are NOT Medi-Cal Billable, enter 0% for Medi-Cal Penetration Rate.

If Services are NOT EPSDT Billable, enter 0% for EPSDT Penetration Rate.



**PROGRAM:** Day Treatment

**PREPARED BY:** John Doe - Finance Coordinator

Page 1 of 2

[illegible]

Sample

(1)	(2)	
<b>EXPENSES:</b>		
<b>SERVICES &amp; SUPPLIES</b>	<b>TOTAL COST</b>	
<b>CLIENT EXPENSES:</b>		
Client Employment and Education Support	\$ 5,800	
Client Transportation (i.e. bus Passes)	\$ 12,500	
Clothing, Food and Hygiene	\$ 23,500	
Medication and Medical Support	\$ 7,500	
Stipends	\$ 8,000	
<b>OPERATING EXPENSES:</b>		
Employee Training (Please specify)	\$ 5,000	
Employee Travel and Transportation	\$ 7,500	
General Office Expense (if more than 10% of S&S, must detail)	\$ 12,500	
OTHER (If more than 10% of Services & Supplies, must detail)	\$ 2,500	
Rent, Utilities and Equipment	\$ 60,000	
<b>TOTAL SERVICES &amp; SUPPLIES</b>	<b>\$ 144,800</b>	
<b>TOTAL EXPENSES (S&amp;B + S&amp;S)</b>	<b>\$ 694,482</b>	
<b>(1)</b>	<b>(2)</b>	
<b>AGENCY REVENUE</b>	<b>TOTAL</b>	
Private Pay/Client Fees	\$ 350	
Patient Insurance	\$ 2,500	
Medicare	\$ -	
Grants/Other	\$ 5,000	
<b>TOTAL AGENCY REVENUE</b>	<b>\$ 7,850</b>	
<b>NET COST OF PROGRAM</b>	<b>\$ 686,632</b>	
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>
<b>FUNDING:</b>	<b>RATE</b>	<b>TOTAL</b>
Medi-Cal Penetration Rate:	70%	
Medi-Cal FFP (Federal Financial Participation)	50%	\$ 240,321
EPSDT Penetration Rate	40%	
EPSDT State Share	45%	\$ 123,594
MHSA		\$ 322,717
<b>TOTAL FUNDING</b>		<b>\$ 686,632</b>

**INSTRUCTIONS**

Please include a narrative explaining Expenses: Services and Supplies on a separate page. It should be in a typeface of twelve (12) characters per inch.

Complete the areas highlighted in yellow. All formulas will automatically make the necessary calculations.

Please complete a separate Budget Proposal for EACH PROGRAM for EACH FISCAL YEAR. PLEASE NOTE: The first budget period will be short - April 1, 2007 - June 30, 2007. All other budget periods should be for a full fiscal year, July 1 - June 30.

If Services are NOT Medi-Cal Billable, enter 0% for Medi-Cal Penetration Rate.

If Services are NOT EPSDT Billable, enter 0% for EPSDT Penetration Rate.

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
BUDGET PROPOSAL**

**PROGRAM:** Co-Occurring

**PROVIDER NAME:** A Helping Hand - San Bernardino

**BUDGET PERIOD:** April 1, 2007 - June 30, 2007

**PREPARED BY:** John Doe - Finance Coordinator

Page 1 of 2

(1)	(2)	(3)	(4)	(5)	(6)
POSITION TITLE	HOURLY RATE	TOTAL HOURS	TOTAL SALARIES	TOTAL BENEFITS	TOTAL SALARIES & BENEFITS
<b>EXPENSES:</b>				Rate:	
<b>SALARIES &amp; BENEFITS</b>				25%	
Counselor IV	\$ 23.46	2,080	\$ 48,797.0	\$ 12,199.0	\$ 60,996.0
Counselor III	\$ 17.65	1,040	\$ 18,356.0	\$ 4,589.0	\$ 22,945.0
Counselor III	\$ 19.09	1,900	\$ 36,271.0	\$ 9,068.0	\$ 45,339.0
Counselor II	\$ 15.30	1,620	\$ 24,786.0	\$ 6,197.0	\$ 30,983.0
CD Counselor III	\$ 19.09	2,080	\$ 39,707.0	\$ 9,927.0	\$ 49,634.0
CD Counselor III	\$ 19.09	2,080	\$ 39,707.0	\$ 9,927.0	\$ 49,634.0
CD Counselor II	\$ 16.00	1,620	\$ 25,920.0	\$ 6,480.0	\$ 32,400.0
CD Counselor II	\$ 13.79	1,040	\$ 14,342.0	\$ 3,586.0	\$ 17,928.0
Bookkeeper	\$ 14.28	1,040	\$ 14,851.0	\$ 3,713.0	\$ 18,564.0
Secretary	\$ 13.94	2,080	\$ 28,995.0	\$ 7,249.0	\$ 36,244.0
Receptionist	\$ 11.22	2,080	\$ 23,338.0	\$ 5,835.0	\$ 29,173.0
Clerk	\$ 11.00	1,350	\$ 14,850.0	\$ 3,713.0	\$ 18,563.0
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<b>TOTALS SALARIES &amp; BENEFITS</b>		<b>20,010</b>	<b>\$ 329,920.0</b>	<b>\$ 82,483.0</b>	<b>\$ 412,403.0</b>

Sample

(1)	(2)
<b>EXPENSES:</b>	
<b>SERVICES &amp; SUPPLIES</b>	<b>TOTAL COST</b>
<b>CLIENT EXPENSES:</b>	
Client Employment and Education Support	\$ 5,800
Client Transportation (i.e. bus Passes)	\$ 12,500
Clothing, Food and Hygiene	\$ 23,500
Medication and Medical Support	\$ 7,500
Stipends	\$ 8,000
<b>OPERATING EXPENSES:</b>	
Employee Training (Please specify)	\$ 5,000
Employee Travel and Transportation	\$ 7,500
General Office Expense (if more than 10% of S&S, must detail)	\$ 12,500
OTHER (If more than 10% of Services & Supplies, must detail)	\$ 2,500
Rent, Utilities and Equipment	\$ 60,000
<b>TOTAL SERVICES &amp; SUPPLIES</b>	<b>\$ 144,800</b>

**INSTRUCTIONS**

Please include a narrative explaining Expenses: Services and Supplies on a separate page. It should be in a typeface of twelve (12) characters per inch.

Complete the areas highlighted in yellow. All formulas will automatically make the necessary calculations.

Please complete a separate Budget Proposal for **EACH PROGRAM** for **EACH FISCAL YEAR**. **PLEASE NOTE:** The first budget period will be short - April 1, 2007 - June 30, 2007. All other budget periods should be for a full fiscal year, July 1 - June 30.

<b>TOTAL EXPENSES (S&amp;B + S&amp;S)</b>	<b>\$ 557,203</b>

If Services are NOT Medi-Cal Billable, enter 0% for Medi-Cal Penetration Rate.

If Services are NOT EPSDT Billable, enter 0% for EPSDT Penetration Rate.

(1)	(2)
<b>AGENCY REVENUE</b>	<b>TOTAL</b>
Private Pay/Client Fees	\$ 250
Patient Insurance	\$ 2,500
Medicare	\$ -
Grants/Other	\$ 1,500
<b>TOTAL AGENCY REVENUE</b>	<b>\$ 4,250</b>

<b>NET COST OF PROGRAM</b>	<b>\$ 552,953</b>
----------------------------	-------------------

(1)	(2)	(3)
<b>FUNDING:</b>	<b>RATE</b>	<b>TOTAL</b>
Medi-Cal Penetration Rate:	75%	
Medi-Cal FFP (Federal Financial Participation)	50%	\$ 207,357
EPSDT Penetration Rate	30%	
EPSDT State Share	45%	\$ 74,649
MHSA		\$ 270,947
<b>TOTAL FUNDING</b>		<b>\$ 552,953</b>

**PROGRAM:** Outreach

**PREPARED BY:** John Doe - Finance Coordinator

Page 1 of 2

Page 9 of 13

Sample

(1)	(2)	
<b>EXPENSES:</b>		
<b>SERVICES &amp; SUPPLIES</b>	<b>TOTAL COST</b>	
<b>CLIENT EXPENSES:</b>		<b>INSTRUCTIONS</b>
Client Employment and Education Support	\$ 5,800	Please include a narrative explaining Expenses: Services and Supplies on a separate page. It should be in a typeface of twelve (12) characters per inch.
Client Transportation (i.e. bus Passes)	\$ 12,500	
Clothing, Food and Hygiene	\$ 23,500	
Medication and Medical Support	\$ 7,500	
Stipends	\$ 8,000	
<b>OPERATING EXPENSES:</b>		Complete the areas highlighted in yellow. All formulas will automatically make the necessary calculations.
Employee Training (Please specify)	\$ 5,000	
Employee Travel and Transportation	\$ 7,500	
General Office Expense (if more than 10% of S&S, must detail)	\$ 12,500	
OTHER (If more than 10% of Services & Supplies, must detail)	\$ 2,500	Please complete a separate Budget Proposal for EACH PROGRAM for EACH FISCAL YEAR. PLEASE NOTE: The first budget period will be short - April 1, 2007 - June 30, 2007. All other budget periods should be for a full fiscal year, July 1 - June 30.
Rent, Utilities and Equipment	\$ 60,000	
<b>TOTAL SERVICES &amp; SUPPLIES</b>	<b>\$ 144,800</b>	
<b>TOTAL EXPENSES (S&amp;B + S&amp;S)</b>	<b>\$ 711,541</b>	If Services are NOT Medi-Cal Billable, enter 0% for Medi-Cal Penetration Rate.
		If Services are NOT EPSDT Billable, enter 0% for EPSDT Penetration Rate.
(1)	(2)	
<b>AGENCY REVENUE</b>	<b>TOTAL</b>	
Private Pay/Client Fees	\$ -	
Patient Insurance	\$ -	
Medicare	\$ -	
Grants/Other	\$ 7,500	
<b>TOTAL AGENCY REVENUE</b>	<b>\$ 7,500</b>	
<b>NET COST OF PROGRAM</b>	<b>\$ 704,041</b>	
(1)	(2)	(3)
<b>FUNDING:</b>	<b>RATE</b>	<b>TOTAL</b>
Medi-Cal Penetration Rate:	0%	
Medi-Cal FFP (Federal Financial Participation)	50%	\$ -
EPSDT Penetration Rate	0%	
EPSDT State Share	45%	\$ -
MHSA		\$ 704,041
<b>TOTAL FUNDING</b>		<b>\$ 704,041</b>

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
BUDGET PROPOSAL**

**PROGRAM:** Support Services

**PROVIDER NAME:** A Helping Hand - San Bernardino

**BUDGET PERIOD:** April 1, 2007 - June 30, 2007

**PREPARED BY:** John Doe - Finance Coordinator

Page 1 of 2

(1)	(2)	(3)	(4)	(5)	(6)
POSITION TITLE	HOURLY RATE	TOTAL HOURS	TOTAL SALARIES	TOTAL BENEFITS	TOTAL SALARIES & BENEFITS
<b><u>EXPENSES:</u></b>				Rate:	
<b><u>SALARIES &amp; BENEFITS</u></b>				25%	
Executive Director	\$ 31.95	2,080	\$ 66,456	\$ 16,614	\$ 83,070
Counselor IV	\$ 23.46	2,080	\$ 48,797	\$ 12,199	\$ 60,996
Counselor III	\$ 17.65	1,040	\$ 18,356	\$ 4,589	\$ 22,945
Counselor II	\$ 15.30	1,620	\$ 24,786	\$ 6,197	\$ 30,983
CD Counselor III	\$ 19.09	2,080	\$ 39,707	\$ 9,927	\$ 49,634
CD Counselor II	\$ 13.79	1,040	\$ 14,342	\$ 3,586	\$ 17,928
Bookkeeper	\$ 14.28	1,040	\$ 14,851	\$ 3,713	\$ 18,564
Secretary	\$ 13.94	2,080	\$ 28,995	\$ 7,249	\$ 36,244
Receptionist	\$ 11.22	2,080	\$ 23,338	\$ 5,835	\$ 29,173
Clerk	\$ 11.00	1,350	\$ 14,850	\$ 3,713	\$ 18,563
Data Base Coordinator	\$ 14.50	2,080	\$ 30,160	\$ 7,540	\$ 37,700
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<b>TOTALS SALARIES &amp; BENEFITS</b>		<b>18,570</b>	<b>\$ 324,638</b>	<b>\$ 81,162</b>	<b>\$ 405,800</b>

# Sample

(1)	(2)	
<b>EXPENSES:</b>		
<b>SERVICES &amp; SUPPLIES</b>	<b>TOTAL COST</b>	
<b>CLIENT EXPENSES:</b>		
Client Employment and Education Support	\$ 5,800	
Client Transportation (i.e. bus Passes)	\$ 12,500	
Clothing, Food and Hygiene	\$ 23,500	
Medication and Medical Support	\$ 7,500	
Stipends	\$ 8,000	
<b>OPERATING EXPENSES:</b>		
Employee Training (Please specify)	\$ 5,000	
Employee Travel and Transportation	\$ 7,500	
General Office Expense (if more than 10% of S&S, must detail)	\$ 12,500	
OTHER (If more than 10% of Services & Supplies, must detail)	\$ 2,500	
Rent, Utilities and Equipment	\$ 60,000	
<b>TOTAL SERVICES &amp; SUPPLIES</b>	<b>\$ 144,800</b>	
<b>TOTAL EXPENSES (S&amp;B + S&amp;S)</b>	<b>\$ 550,600</b>	
<b>(1)</b>	<b>(2)</b>	
<b>AGENCY REVENUE</b>	<b>TOTAL</b>	
Private Pay/Client Fees	\$ -	
Patient Insurance	\$ -	
Medicare	\$ -	
Grants/Other	\$ 4,500	
<b>TOTAL AGENCY REVENUE</b>	<b>\$ 4,500</b>	
<b>NET COST OF PROGRAM</b>	<b>\$ 546,100</b>	
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>
<b>FUNDING:</b>	<b>RATE</b>	<b>TOTAL</b>
Medi-Cal Penetration Rate:	0%	
Medi-Cal FFP (Federal Financial Participation)	50%	\$ -
EPSDT Penetration Rate	0%	
EPSDT State Share	45%	\$ -
MHSA		\$ 546,100
<b>TOTAL FUNDING</b>		<b>\$ 546,100</b>

**INSTRUCTIONS**

Please include a narrative explaining Expenses: Services and Supplies on a separate page. It should be in a typeface of twelve (12) characters per inch.

Complete the areas highlighted in yellow. All formulas will automatically make the necessary calculations.

Please complete a separate Budget Proposal for EACH PROGRAM for EACH FISCAL YEAR. PLEASE NOTE: The first budget period will be short - April 1, 2007 - June 30, 2007. All other budget periods should be for a full fiscal year, July 1 - June 30.

If Services are NOT Medi-Cal Billable, enter 0% for Medi-Cal Penetration Rate.

If Services are NOT EPSDT Billable, enter 0% for EPSDT Penetration Rate.



SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH BUDGET PROPOSAL - SUMMARY								
<b>PROVIDER NAME:</b>		A Helping Hand - San Bernardino						
<b>BUDGET PERIOD:</b>		April 1, 2007 - June 30, 2007						
<b>PREPARED BY:</b>		John Doe - Finance Coordinator						
<b>Sample</b>								
LINE #	PROGRAM	1 Outpatient	2 Drop-In	3 Day Treatment	4 Co-Occurring	5 Outreach	6 Support Services	TOTAL
<b>EXPENSES</b>								
1	SALARIES	\$ 465,107	\$ 251,377	\$ 439,743	\$ 329,920	\$ 453,389	\$ 324,638	\$ 2,264,174
2	BENEFITS	\$ 116,280	\$ 62,846	\$ 109,939	\$ 82,483	\$ 113,352	\$ 81,162	\$ 566,062
	<b>TOTAL SALARIES &amp; BENEFITS (1+2)</b>	\$ 581,387	\$ 314,223	\$ 549,682	\$ 412,403	\$ 566,741	\$ 405,800	\$ 2,830,236
3	OPERATING EXPENSES (SERVICES & SUPPLIES)	\$ 144,800	\$ 144,800	\$ 144,800	\$ 144,800	\$ 144,800	\$ 144,800	\$ 868,800
4	<b>TOTAL EXPENSES (1+2+3)</b>	\$ 726,187	\$ 459,023	\$ 694,482	\$ 557,203	\$ 711,541	\$ 550,600	\$ 3,699,036
<b>AGENCY REVENUES</b>								
5	PATIENT FEES	\$ 100	\$ -	\$ 350	\$ 250	\$ -	\$ -	\$ 700
6	PATIENT INSURANCE	\$ 570	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ 5,570
7	MEDI-CARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	GRANTS/OTHER	\$ 2,000	\$ 3,500	\$ 5,000	\$ 1,500	\$ 7,500	\$ 4,500	\$ 24,000
9	<b>TOTAL AGENCY REVENUES (5+6+7+8)</b>	\$ 2,670	\$ 3,500	\$ 7,850	\$ 4,250	\$ 7,500	\$ 4,500	\$ 30,270
10	<b>CONTRACT AMOUNT (4-9)</b>	\$ 723,517	\$ 455,523	\$ 686,632	\$ 552,953	\$ 704,041	\$ 546,100	\$ 3,668,766
<b>FUNDING</b>								
11	MEDI-CAL FFP	\$ 180,879	\$ -	\$ 240,321	\$ 207,357	\$ -	\$ -	\$ 628,557
12	MEDI-CAL EPSDT	\$ 97,675	\$ -	\$ 123,594	\$ 74,649	\$ -	\$ -	\$ 295,918
13	MHSA	\$ 444,963	\$ 455,523	\$ 322,717	\$ 270,947	\$ 704,041	\$ 546,100	\$ 2,744,291
14								
15	<b>FUNDING SUBTOTAL (11+12+13+14)</b>	\$ 723,517	\$ 455,523	\$ 686,632	\$ 552,953	\$ 704,041	\$ 546,100	\$ 3,668,766
16	UNITS OF SERVICE	15,125	16,845	13,136	2,567	25,000	8,761	81,434
17	COST PER UNIT - GROSS	\$ 48.01	\$ 27.25	\$ 52.87	\$ 217.06	\$ 28.46	\$ 62.85	\$ 45.42
18	COST PER UNIT - NET	\$ 47.84	\$ 27.04	\$ 52.27	\$ 215.41	\$ 28.16	\$ 62.33	\$ 45.05
19	NO. OF CLIENTS SERVED (UNDUPLICATED)	600	8,500	1,248	450	25,000	125	35,923
UNITS OF SERVICE KEY:								
24-Hour Service = Cleint Day		Outpatient = Minutes		Support Services = Staff Hours				
Day Treatment = Day		Outreach = Staff Hours						
For a list of Definitions for New Service Functions under Mode 60, Support Services, refer to DMH Letter No 06-08 available at: <a href="http://www.dmh.cahwnet.gov/DMHDocs/default.asp?view=letters">http://www.dmh.cahwnet.gov/DMHDocs/default.asp?view=letters</a>								